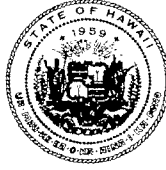


LINDA LINGLE
GOVERNOR



KATHRYN S. MATAYOSHI
SUPERINTENDENT

STATE OF HAWAII
DEPARTMENT OF EDUCATION
PROCUREMENT & CONTRACTS BRANCH
94-275 Mokuola Street, Room 200
WAIPAHU, HAWAII 96797

November 1, 2010
(date)

To: Time Warner Entertainment Co., L.P.

Attention: Mr. Mel Horikami, VP, Commercial Sales

From: Procurement & Contracts Specialist *Danielle Bappu Wei*
OFS, Procurement & Contracts Branch

Subject: **Notice to Proceed**

Project No. IFB D10-059

Contract No. CO-10068

Description: Upgrade of Wide Area Network Services for
the Department of Education

You are hereby notified that subject contract has been fully executed. Work on this project shall commence as of this date and and/or in accordance with the terms of this agreement.

Your attention is called to the completion date as stipulated herein. Request(s) for extension of completion date will be considered only when submitted in writing to the DOE Procurement & Contracts Branch **prior to completion date**. Request must include documented justification for extension.

Any changes to the contract shall be processed through the Procurement and Contracts Branch, Waipahu Civic Center, 94-275 Mokuola Street, Room 200, Waipahu, Hawaii 96797. Any questions regarding this contract may be directed to Connie Chun at telephone 808-675-0130 or via email at Connie.Chun@notes.k12.hi.us.

DEPARTMENT OF EDUCATION
PROCUREMENT AND CONTRACTS BRANCH

Contract No. CO-10068

AWARDED PURSUANT TO
SECTION 103D-302, Hawaii Revised Statutes (HRS)
and
SECTIONS 3-122-17 through 3-122-35, Hawaii Administrative Rules (HAR)

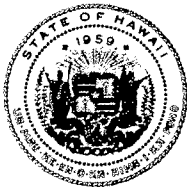
BASED UPON COMPETITIVE SEALED BIDS

PROJECT NO. IFB D10-059

WITH

TIME WARNER ENTERTAINMENT COMPANY, L.P.

FOR THE
UPGRADE OF WIDE AREA NETWORK SERVICES
FOR THE DEPARTMENT OF EDUCATION



STATE OF HAWAII
CONTRACT FOR GOODS OR SERVICES
BASED UPON
COMPETITIVE SEALED BIDS

This Contract, executed on the respective dates indicated below, is effective as of
July 1, 2010, between Department of Education,
(Insert name of state department, agency, board or commission)
State of Hawaii ("STATE"), by its Superintendent,
(Insert title of person signing for State)
(hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")),
whose address is 1390 Miller Street; Honolulu, Hawaii 96813
and Time Warner Entertainment Co, L.P
("CONTRACTOR"), a Limited Partnership
(Insert corporation, partnership, joint venture, sole proprietorship, or other legal form of the Contractor)
under the laws of the State of Delaware, whose business address and federal
and state taxpayer identification numbers are as follows: 200 Akamainui Street; Mililani, Hawaii
96789; Federal ID No. 13-3666692; Hawaii GET License ID No. W20023166-01

RECITALS

A. The STATE desires to retain and engage the CONTRACTOR to provide the goods or services, or both, described in this Contract and its attachments, and the CONTRACTOR is agreeable to providing said goods or services, or both.

B. The STATE has issued an invitation for competitive sealed bids, and has received and reviewed bids submitted in response to the invitation.

C. The solicitation for bids and the selection of the CONTRACTOR were made in accordance with section 103D-302, Hawaii Revised Statutes ("HRS"), Hawaii Administrative Rules, Title 3, Department of Accounting and General Services, Subtitle 11 ("HAR"), Chapter 122, Subchapter 5, and applicable procedures established by the appropriate Chief Procurement Officer ("CPO").

D. The CONTRACTOR has been identified as the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation.

E. Pursuant to Chapters 103D and 302A-1111, HRS, the STATE
(Legal authority to enter into this Contract)
is authorized to enter into this Contract.

F. Money is available to fund this Contract pursuant to:

(1) Act 162, SLH 2009

(Identify state sources)

or (2) E-Rate Discount Program

(Identify federal sources)

or both, in the following amounts: State \$ 410,848.00

Federal \$ 616,272.00

NOW, THEREFORE, in consideration of the promises contained in this Contract, the STATE and the CONTRACTOR agree as follows:

1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the STATE, provide all the goods or services, or both, set forth in the Invitation for Bids number IFB D10-059 ("IFB") and the CONTRACTOR'S accepted bid ("Bid"), both of which, even if not physically attached to this Contract, are made a part of this Contract.

2. Compensation. The CONTRACTOR shall be compensated for goods supplied or services performed, or both, under this Contract in a total amount not to exceed

ONE MILLION TWENTY SEVEN THOUSAND ONE HUNDRED TWENTY DOLLARS
(\$ 1,027,120.00), including approved costs incurred and taxes, at the time and in the manner set forth in the IFB and CONTRACTOR'S Bid.

3. Time of Performance. The services or goods required of the CONTRACTOR under this Contract shall be performed and completed in accordance with the Time of Performance set forth in Attachment-S3, which is made a part of this Contract.

4. Bonds. The CONTRACTOR ☐ is required to provide or ☒ is not required to provide: ☐ a performance bond, ☐ a payment bond, ☐ a performance and payment bond in the amount of 0 DOLLARS (\$ 0.00).

5. Standards of Conduct Declaration. The Standards of Conduct Declaration of the CONTRACTOR is attached to and made a part of this Contract.

6. Other Terms and Conditions. The General Conditions and any Special Conditions are attached to and made a part of this Contract. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control. In the event of a conflict among the documents, the order of precedence shall be as follows: (1) this Contract, including all attachments and addenda; (2) the IFB, including all attachments and addenda; and (3) the CONTRACTOR'S Bid.

7. Liquidated Damages. Liquidated damages shall be assessed in the amount of 0 DOLLARS (\$ 0.00) per day, in accordance with the terms of paragraph 9 of the General Conditions.

8. Notices. Any written notice required to be given by a party to this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice to the STATE shall be sent to the HOPA'S address indicated in the Contract. Notice to the CONTRACTOR shall be sent to the CONTRACTOR'S address indicated in the Contract. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The CONTRACTOR is responsible for notifying the STATE in writing of any change of address.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures, on the dates below, to be effective as of the date first above written.

STATE

Andrew Beppwale

(Signature)

KATHRYN S. MATAYOSHI

(Print Name)

INTERIM SUPERINTENDENT

(Print Title)

11/01/2010

(Date)

CONTRACTOR

CORPORATE SEAL

(If available)

TIME WARNER ENTERTAINMENT CO., L.P.

(Name of Contractor)

Melvin M. Horikami

(Signature)

Melvin M. Horikami

(Print Name)

VP- Commercial Services

(Print Title)

2/10/10

(Date)

APPROVED AS TO FORM:

Hally J. Schubert

Deputy Attorney General

* Evidence of authority of the CONTRACTOR'S representative to sign this Contract for the CONTRACTOR must be attached.



STATE OF HAWAII

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF Hawaii)
City and) SS.
COUNTY OF Honolulu)

On this 10th day of February, 2010 before me appeared
Melvin Horikami and Li, to me
known, to be the person(s) described in and, who, being by me duly sworn, did say that he she/they is/are
V.P. of Commercial Services and Time Warner Entertainment Co., L.P. dba Occamo Time Warner of
the CONTRACTOR named in the foregoing instrument, and that he/she/they is/are authorized to sign said
instrument on behalf of the CONTRACTOR, and acknowledges that he/she/they executed said
instrument as the free act and deed of the CONTRACTOR.

(Notary Stamp or Seal)

Lori Iha
(Signature)

Lori Iha
(Print Name)

Notary Public, State of Hawaii
My commission expires: 12/5/2012

Doc. Date: July 1, 2010 # Pages: 1

Notary Name: Lori Iha Fired Circuit

Doc. Description: Dept. of Education

Procurement and Contracts

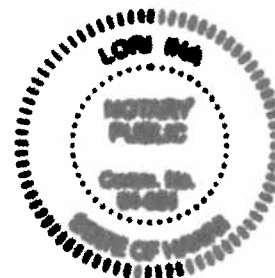
Paranch CD-10068

Lori Iha
Notary Signature

2/10/2010
Date

NOTARY CERTIFICATION

(Notary Stamp or Seal)





STATE OF HAWAII
CONTRACTOR'S
STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of TIME WARNER ENTERTAINMENT COMPANY, L.P., CONTRACTOR, the undersigned does declare as follows:

1. CONTRACTOR ☐ is* ☒ is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. CONTRACTOR has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).
4. CONTRACTOR has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

CONTRACTOR understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

* **Reminder to Agency:** If the "is" block is checked and if the Contract involves goods or services of a value in excess of \$10,000, the Contract must be awarded by competitive sealed bidding under section 103D-302, HRS, or a competitive sealed proposal under section 103D-303, HRS. Otherwise, the Agency may not award the Contract unless it posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

CONTRACTOR

By

Melvin M. Horikami
(Signature)

Print Name Melvin M. Horikami

Print Title VP-Commercial Services

Name of Contractor Time Warner Entertainment Co LF

Date 2/10/10

**UPGRADE OF
WIDE AREA NETWORK SERVICES
FOR THE DEPARTMENT OF EDUCATION
IFB D10-059**

Chief Procurement Officer
State of Hawaii, Department of Education
Honolulu, Hawaii 96813

To Whom It May Concern:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications, Special Conditions, and General Conditions, attached hereto and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned represents: (Check ☒ one only)

- ☐ A **Hawaii business** incorporated or organized under the laws of the State of Hawaii; **OR**
- ☒ A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii.

State of incorporation: Delaware

Bidder is: ☐ Sole Proprietor ☒ Partnership ☐ Corporation ☐ Joint Venture ☐ Other

Federal I.D. No.: 13-3666692 Hawaii General Excise Tax License I.D. No.: W20023166-01

Payment address (other than street address): same as street address

City, State, Zip Code: _____

Business address (street address): 200 Akamainui Street

City, State, Zip Code: Mililani, HI 96789

Date: 1/08/2010

Telephone No 808-625-8338

Respectfully submitted:


Authorized (Original) Signature

Fax No.: 808-625-5888

Mel Horikami, VP Commercial Sales
Name and Title (Type or Print)

E-mail Address: mel.horikami@twcab]e.com Oceanic Time Warner Cable

Exact Legal Name of Company (Bidder)*

*If Bidder is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed: Time Warner Entertainment Co., L.P.

Oceanic Time Warner Cable

Spin# 143031364

Group A NRC	\$8,800.00
Group A Annual Recurring	\$991,320.00

- | | |
|--------------------------|----------------|
| Group A Total | \$1,000,120.00 |
| Group B NRC | \$0.00 |
| Group B Annual Recurring | \$27,000.00 |
| Group B Total | \$27,000.00 |
| Group A + Group B Total | \$1,027,120.00 |

[illegible]

For DOE Use		
Gbps	NRC	Annual Recurring
4	\$0.00	\$0.00

[illegible]

Appendix B - Hawaii DOE WAN BID

Oceanic Time Warner Cable

Bidder	Oceanic Time Warner Cable				Spin#	143031364											Group A NRC			\$8,800.00
Hawaii	Waiakea El	180 W. Puainako Street Hilo, HI 96720	(808) 981-7215	K-5	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00		
Hawaii	Waiakea High	155 W. Kawili Street Hilo, HI 96720	(808) 974-4888		RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00		
Hawaii	Waiakea Int	200 W. Puainako Street Hilo, HI 96720	(808) 981-7231		RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	15Mbps	\$400.00	\$7,200.00		
Hawaii	Waiakeawaena El	2420 Kilauea Avenue Hilo, HI 96720	(808) 981-7200	K-5	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00		
Hawaii	Waikoloa El & Middle	68-1730 Ho'oko Street Waikoloa, HI 96738	(808) 883-6808	K-8	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00		
Hawaii	Waimea El & Middle PCCS	67-1229 Mamalahoa Highway Kamuela, HI 96743	(808) 887-7636	K-5	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00		
Hawaii	West Hawaii District Office	74-140 Hualalai Rd, Kailua-Kona, HI 96740	(808) 327-4991		RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00		
Kauai	Eleele El	PO Box 38 Eleele, HI 96705	(808) 335-2111	K-5	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00		
Kauai	Hanalei El	5-5415 Kuhio Highway Hanalei, HI 96714	(808) 826-4300	K-6	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00		
Kauai	Kalaheo El	4400 Maka Road Kalaheo, HI 96741	(808) 332-6801	K-5	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00		
Kauai	Kamakahahei Middle	4431 Nuhou Street Lihue, HI 96766	(808) 241-3200		RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00		
Kauai	Kapaa El	4886 Kawaihau Road Kapaa, HI 96746	(808) 821-4424	K-5	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00		
Kauai	Kapaa High	4695 Mailihuna Road Kapaa, HI 96746	(808) 821-4400		RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00		
Kauai	Kapaa Middle	4867 Oloheua Road Kapaa, HI 96746	(808) 821-4460		RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00		
Kauai	Kauai Adult School	3607A Lala Road, P-12 Lihue, HI 96766	(808) 274-3390		RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00		
Kauai	Kauai District Office	3060 Eiwa Street, Lihue HI 96766	(808) 274-3500		RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00		
Kauai	Kauai High	3577 Lala Road Lihue, HI 96766	(808) 274-3173 x120		RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00		
Kauai	Kauai ITC	4319 Hardy St. Port 1, Lihue HI 96766	(808) 274-3139		RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00		
Kauai	Kaumualii El	4380 Hanamaulu Road Lihue, HI 96766	(808) 241-3150	K-5	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00		
Kauai	Kekaha El	8140 Kekaha Road Kekaha, HI 96752	(808) 337-7655	K-5	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00		
Kauai	Kilauea El	2440 Kolo Rd. Kilauea, HI 96754	(808) 828-1212	K-6	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00		
Kauai	Koloa El	3223 Poipu Road Koloa, HI 96756	(808) 742-8460	K-5	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00		
Kauai	Waimea Canyon Middle	9555 Huakai St Waimea, HI 96796	(808) 338-6830		RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00		
Kauai	Waimea High	PO Box 339 Waimea, HI 96796	(808) 338-6800		RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00		
Kauai	Wilcox El	4319 Hardy Street Lihue, HI 96766	(808) 274-3150	K-5	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00		
Maui	Baldwin High	1650 Kaahumanu Avenue Wailuku, HI 96793	(808) 984-5656		RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	15Mbps	\$400.00	\$7,200.00		
Maui	Haiku El	105 Pauwela Road Haiku, HI 96708	(808) 575-3000	K-5	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00		
Maui	Iao Int	260 South Market Street Wailuku, HI 96793	(808) 984-5610		RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00		
Maui	Kahului El	410 South Hina Avenue Kahului, HI 96732	(808) 873-3055	K-5	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00		
Maui	Kalama Int	120 Makani Road Makawao, HI 96768	(808) 573-8735		RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	15Mbps	\$400.00	\$7,200.00		
Maui	Kamalii El	180 Alanui Ke Alii Kihei, HI 96753	(808) 875-6840	K-5	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00		
Maui	Kamehameha III El	611 Front Street Lahaina, HI 96761	(808) 662-3955	K-5	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00		
Maui	Kekaulike High	121 Kula Highway Pukalani, HI 96768	(808) 573-8710		RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	15Mbps	\$400.00	\$7,200.00		
Maui	Kihei El	250 E. Lipoa Street Kihei, HI 96753	(808) 875-6818	K-5	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00		
Maui	Kula El	5000 Kula Highway Kula, HI 96790	(808) 876-7610	K-5	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00		
Maui	Lahaina Int	871 Lahainaluna Road Lahaina, HI 96761	(808) 662-3965		RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00		
Maui	Lahainaluna High	980 Lahainaluna Road Lahaina, HI 96761	(808) 662-4000		RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00		
Maui	Lihikai El	335 S. Papa Avenue Kahului, HI 96732	(808) 873-3033	K-5	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00		
Maui	Lokelani Int	1401 Liloa Drive Kihei, HI 96753	(808) 875-6800		RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00		
Maui	Makawao El	3542 Baldwin Avenue Makawao, HI 96768	(808) 573-8770	K-5	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00		
Maui	Maui Community	179 Kaahumanu Avenue Kahului, HI 96732	(808) 873-3082		RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00		
Maui	Maui District Office	54 High Street, 4th Floor, Wailuku, HI 96793	(808) 984-8005		RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00		
Maui	Maui High	660 S. Lono Avenue Kahului, HI 96732	(808) 873-3000		RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00		
Maui	Maui Waena Int	795 Onehee Street Kahului, HI 96732	(808) 873-3070		RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	15Mbps	\$400.00	\$7,200.00		
Maui	Nahienaena El	816 Niheu Street Lahaina, HI 96761	(808) 662-4020	K-5	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00		
Maui	Paia El	955 Baldwin Avenue Paia, HI 96779	(808) 579-2100	K-5	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00		
Maui	Pomaikai El	4650 S. Kamehameha Avenue Kahului, HI 96732	(808) 873-3410	PreK-5	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00		
Maui	Pukalani El	2945 Iolani Street Pukalani, HI 96768	(808) 573-8760	K-5	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00		
Maui	Puunene District Office	East Camp 5 Road, Puunene, HI 96784	(808) 873-3527		RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00		
Maui	Waihee El	2125 Kahekili Highway Wailuku, HI 96793	(808) 984-5644	K-5	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00		
Maui	Wailuku El	355 S. High Street Wailuku, HI 96793	(808) 984-5622	K-5	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00		
Oahu	Ahuimanu El	47-470 Hui Aeko Place Kaneohe, HI 96744	(808) 239-3125	K-6	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00		
Oahu	Aiea El	99-370 Moanalua Road Aiea, HI 96701	(808) 483-7200	K-6	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00		
Oahu	Aiea High	98-1276 Ulune Street Aiea, HI 96701	(808) 483-7300/483-7301		RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00		
Oahu	Aiea Int	99-600 Kulaweia Street Aiea, HI 96701	(808) 483-7230		RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00		
Oahu	Aikahi El	281 Ilihaui Street Kailua, HI 96734	(808) 254-7944	K-6	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00		
Oahu	Aina Haina El	801 W. Hind Drive Honolulu, HI 96821	(808) 377-2419	K-5	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00		
Oahu	Ala Wai El	503 Kamoku Street Honolulu, HI 96826	(808) 973-0070	K-5	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00		
Oahu	Aliamanu El	3265 Salt Lake Boulevard Honolulu, HI 96818	(808) 421-4280/																	

Appendix B - Hawaii DOE WAN BID

Oceanic Time Warner Cable

Bidder	Oceanic Time Warner Cable			Spin#	143031364												Group A NRC	\$8,800.00	
Oahu	Central Middle	1302 Queen Emma Street Honolulu, HI 96813	(808) 587-4400		RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00		15Mbps	\$400.00	\$7,200.00
Oahu	Child Nutrition Office	650 Iwilei Rd., Honolulu, HI 96817	(808) 587-3600		RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00		10Mbps	\$0.00	\$2,880.00
Oahu	Dole Middle	1803 Kamehameha IV Road Honolulu, HI 96819	(808) 832-3340		RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00		10Mbps	\$0.00	\$2,880.00
Oahu	Enchanted Lake El	770 Keolu Drive Kailua, HI 96734	(808) 266-7800	K-6	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00		10Mbps	\$0.00	\$2,880.00
Oahu	Ewa Beach El	91-740 Papipi Road Ewa Beach, HI 96706	(808) 689-1271	K-6	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00		10Mbps	\$0.00	\$2,880.00
Oahu	Ewa El	91-1280 Renton Road Ewa Beach, HI 96706	(808) 681-8202	K-6	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00		15Mbps	\$400.00	\$7,200.00
Oahu	Ewa Makai Middle	91-6291 Kapolei Parkway Ewa Beach, HI 96706			RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00		10Mbps	\$0.00	\$2,880.00
Oahu	Farrington High	1564 North King Street Honolulu, HI 96817	(808) 832-3600		RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00		10Mbps	\$0.00	\$2,880.00
Oahu	Fern El	1121 Middle Street Honolulu, HI 96819	(808) 832-3040	K-5	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00		10Mbps	\$0.00	\$2,880.00
Oahu	Hahaione El	595 Pepeekeo Street Honolulu, HI 96825	(808) 397-5822	K-5	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00		15Mbps	\$400.00	\$7,200.00
Oahu	Hale Kula El	Waianae Ave & Ayers Ave Wahiawa, HI 96786	(808) 622-6380	K-5	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00		15Mbps	\$400.00	\$7,200.00
Oahu	Haleiwa El	66-505 Haleiwa Road Haleiwa, HI 96712	(808) 637-8237	K-6	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00		10Mbps	\$0.00	\$2,880.00
Oahu	Hauula El	54-046 Kamehameha Highway Hauula, HI 96717	(808) 293-8925	K-6	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00		10Mbps	\$0.00	\$2,880.00
Oahu	Hawai School for the Deaf and Blind	3440 Leahi Avenue Honolulu, HI 96815	(808) 733-4999	PreK-12	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00		10Mbps	\$0.00	\$2,880.00
Oahu	Heeia El	46-202 Haiku Road Kaneohe, HI 96744	(808) 233-5677	K-6	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00		10Mbps	\$0.00	\$2,880.00
Oahu	Helemano El	1001 Ihi Ihi Avenue Wahiawa, HI 96786	(808) 622-6336	K-5	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00		10Mbps	\$0.00	\$2,880.00
Oahu	Hi Core Charter	801 Center St., Wahiawa, HI 96786	(808) 421-4148		RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00		10Mbps	\$0.00	\$2,880.00
Oahu	Hickam El	825 Manzelman Circle Honolulu, HI 96818	(808) 421-4148	K-6	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00		10Mbps	\$0.00	\$2,880.00
Oahu	Highlands Int	1460 Hoolaulea Street Pearl City, HI 96782	(808) 453-6480		RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00		10Mbps	\$0.00	\$2,880.00
Oahu	Hokulani El	2940 Kamakini Street Honolulu, HI 96816	(808) 733-4789	K-6	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00		10Mbps	\$0.00	\$2,880.00
Oahu	Holomua El	91-1561 Keaunui Drive Ewa Beach, HI 96706	(808) 685-9100	K-6	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00		15Mbps	\$400.00	\$7,200.00
Oahu	Honolulu District Office	4967 Kilauea Ave., Honolulu, HI 96816	(808) 733-4955		RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00		10Mbps	\$0.00	\$2,880.00
Oahu	Honowai El	94-600 Honowai Street Waipahu, HI 96797	(808) 675-0165	K-6	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00		10Mbps	\$0.00	\$2,880.00
Oahu	Iliahi El	2035 California Avenue Wahiawa, HI 96786	(808) 622-6411	K-5	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00		10Mbps	\$0.00	\$2,880.00
Oahu	Ilima Int	91-884 Ft. Weaver Road Ewa Beach, HI 96706	(808) 689-1250		RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00		10Mbps	\$0.00	\$2,880.00
Oahu	Iroquois Point El	5553 Cormorant Avenue Ewa Beach, HI 96706	(808) 499-6500	K-6	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00		10Mbps	\$0.00	\$2,880.00
Oahu	Jarrett Middle	1903 Palolo Avenue Honolulu, HI 96816	(808) 733-4888		RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00		10Mbps	\$0.00	\$2,880.00
Oahu	Jefferson El	324 Kapahulu Avenue Honolulu, HI 96815	(808) 971-6922	K-5	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00		10Mbps	\$0.00	\$2,880.00
Oahu	Jefferson Orthopedic Unit	324 Kapahulu Avenue Honolulu, HI 96815	(808) 971-6931	PreK-6	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00		10Mbps	\$0.00	\$2,880.00
Oahu	Kaaawa El	51-296 Kamehameha Highway Kaaawa, HI 96730	(808) 237-7751	K-6	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00		10Mbps	\$0.00	\$2,880.00
Oahu	Kaahumanu El	1141 Kinau Street Honolulu, HI 96814	(808) 587-4414	K-5	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00		10Mbps	\$0.00	\$2,880.00
Oahu	Kaala El	130 California Avenue Wahiawa, HI 96786	(808) 622-6366	K-5	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00		10Mbps	\$0.00	\$2,880.00
Oahu	Kaelepuu El	530 Keolu Drive Kailua, HI 96734	(808) 266-7811	K-6	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00		10Mbps	\$0.00	\$2,880.00
Oahu	Kaewai El	1929 Kam IV Road Honolulu, HI 96819	(808) 832-3500	K-5	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00		10Mbps	\$0.00	\$2,880.00
Oahu	Kahala El	4559 Kilauea Avenue Honolulu, HI 96816	(808) 733-8455	K-6	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00		10Mbps	\$0.00	\$2,880.00
Oahu	Kahaluu El	47-280 Waihee Road Kaneohe, HI 96744	(808) 239-3101	K-6	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00		10Mbps	\$0.00	\$2,880.00
Oahu	Kahuku El	56-170 Pualalea Street Kahuku, HI 96731	(808) 293-8980	K-6	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00		10Mbps	\$0.00	\$2,880.00
Oahu	Kahuku High & Int	56-490 Kamehameha Highway Kahuku, HI 96731	(808) 293-8950		RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00		10Mbps	\$0.00	\$2,880.00
Oahu	Kailua El	315 Kuulei Road Kailua, HI 96734	(808) 266-7878	K-6	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00		10Mbps	\$0.00	\$2,880.00
Oahu	Kailua High	445 Ulumanu Drive Kailua, HI 96734	(808) 266-7900		RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00		10Mbps	\$0.00	\$2,880.00
Oahu	Kailua Int	145 South Kainalu Drive Kailua, HI 96734	(808) 263-1500		RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00		10Mbps	\$0.00	\$2,880.00
Oahu	Kaimiloa El	91-1028 Kaunolu Street Ewa Beach, HI 96706	(808) 689-1280	K-6	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00		10Mbps	\$0.00	\$2,880.00
Oahu	Kaimuki High	2705 Kaimuki Avenue Honolulu, HI 96816	(808) 733-4900		RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00		10Mbps	\$0.00	\$2,880.00
Oahu	Kaimuki Middle	631 18th Avenue Honolulu, HI 96816	(808) 733-4800		RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00		10Mbps	\$0.00	\$2,880.00
Oahu	Kainalu El	165 Kaiholu Street Kailua, HI 96734	(808) 266-7835	K-6	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00		10Mbps	\$0.00	\$2,880.00
Oahu	Kaiser High	511 Lunalilo Home Road Honolulu, HI 96825	(808) 394-1200		RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00		10Mbps	\$0.00	\$2,880.00
Oahu	Kaiulani El	783 North King Street Honolulu, HI 96817	(808) 832-3160	K-5	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00		10Mbps	\$0.00	\$2,880.00
Oahu	Kalaheo High	730 Iliaina Street Kailua, HI 96734	(808) 254-7900		RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00		10Mbps	\$0.00	\$2,880.00
Oahu	Kalakaua Middle	821 Kalihi Street Honolulu, HI 96819	(808) 832-3130		RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00		10Mbps	\$0.00	\$2,880.00
Oahu	Kalani High	4680 Kalanianaʻole Highway Honolulu, HI 96821	(808) 377-7744		RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00		10Mbps	\$0.00	\$2,880.00
Oahu	Kaleiopuu El	94-665 Kaaholo Street Waipahu, HI 96797	(808) 675-0266	K-6	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00		10Mbps	\$0.00	\$2,880.00
Oahu	Kalihi El	2471 Kula Kolea Drive Honolulu, HI 96819	(808) 832-3177	K-5	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00		10Mbps	\$0.00	\$2,880.00
Oahu	Kalihi-kai El	626 McNeill Street Honolulu, HI 96817	(808) 832-3322	K-5	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00		10Mbps	\$0.00	\$2,880.00
Oahu	Kalihi-uka El	2411 Kalihi Street Honolulu, HI 96819	(808) 832-3310	K-5	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00		10Mbps	\$0.00	\$2,880.00
Oahu	Kalihi-waena El	1240 Gulick Avenue Honolulu, HI 96819	(808) 832-3210	K-5	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00		10Mbps	\$0.00	\$2,880.00
Oahu	Kamalele Academy PCS	85-180 Ala Akau Street Waianae, HI 96792	(808) 697-7110	K-6	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00		10Mbps	\$0.00	\$2,880.00
Oahu	Kamiloiki El	7788 Hawaii Kai Drive Honolulu, HI 96825	(808) 397-5800	K-5	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00		10Mbps	\$0.00	\$2,880.00
Oahu	Kaneohe El	45-495 Kamehameha Highway Kaneohe, HI 96744	(808) 233-5633	K-6	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00		15Mbps	\$400.00	\$7,200.00
Oahu	Kanoelani El	94-1091 Oli Loop Waipahu, HI 96797	(808) 675-0195	K-6	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00		10Mbps	\$0.00	\$2,880.00
Oahu																			

Appendix B - Hawaii DOE WAN BID

Oceanic Time Warner Cable

Bidder			Spin#		143031364										Group A NRC			\$8,800.00	
Oahu	King Int	46-155 Kamehameha Highway Kaneohe, HI 96744	(808) 233-5727		RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00	
Oahu	Kipapa El	95-076 Kipapa Drive Milliani, HI 96789	(808) 627-7322/6	K-5	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00	
Oahu	Koko Head El	189 Lunailo Home Road Honolulu, HI 96825	(808) 397-5811	K-5	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00	
Oahu	Kuhio El	2759 S. King Street Honolulu, HI 96826	(808) 973-0085	K-5	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00	
Oahu	Laie El	55-109 Kulanui Street Laie, HI 96762	(808) 293-8965	K-6	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00	
Oahu	Lanakila El	717 North Kuakini Street Honolulu, HI 96817	(808) 587-4466	K-5	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00	
Oahu	Lanikai El PCS	140 Alala Road Kailua, HI 96734	(808) 266-7844	K-6	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00	
Oahu	Leeward District Office	94521 Farrington Hwy., Waipahu, HI 96797	(808) 692-8000		RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00	
Oahu	Lehua El	791 Lehua Avenue Pearl City, HI 96782	(808) 453-6490	K-6	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00	
Oahu	Leihoku El	86-285 Leihoku Street Waianae, HI 96792	(808) 697-7100	K-6	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00	
Oahu	Leilehua High	1515 California Avenue Wahiawa, HI 96786	(808) 622-6550		RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00	
Oahu	Liholiho El	3430 Maunaloa Avenue Honolulu, HI 96816	(808) 733-4850	K-5	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00	
Oahu	Likelike El	1618 Palama Street Honolulu, HI 96817	(808) 832-3370	K-5	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00	
Oahu	Liliuokalani El	3633 Waiialae Avenue Honolulu, HI 96816	(808) 733-4680	K-6	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00	
Oahu	Linapuni El	1434 Linapuni Street Honolulu, HI 96819	(808) 832-3303	K-2	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00	
Oahu	Lincoln El	615 Auwailimu Street Honolulu, HI 96813	(808) 587-4480	K-5	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00	
Oahu	Lunalilo El	810 Pumehana Street Honolulu, HI 96826	(808) 973-0270	K-5	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00	
Oahu	Maemae El	319 Wylkie Street Honolulu, HI 96817	(808) 595-5400	K-5	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00	
Oahu	Maiki El	87-360 Kula'aupuni Street Waianae, HI 96792	(808) 697-7150	K-6	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00	
Oahu	Makaha El	84-200 Ala Naauao Place Waianae, HI 96792	(808) 695-7900	K-6	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00	
Oahu	Makakilo El	92-675 Aniepeahi Street Kapolei, HI 96707	(808) 672-1122	K-5	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00	
Oahu	Makalapa El	4435 Salt Lake Blvd. Honolulu, HI 96818	(808) 421-4110/4	K-6	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00	
Oahu	Manana El	1147 Kumano Street Pearl City, HI 96782	(808) 453-6430	K-6	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00	
Oahu	Manoa El	3155 Manoa Road Honolulu, HI 96822	(808) 988-1868	K-6	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00	
Oahu	Mauka Lani El	92-1300 Panana Street Kapolei, HI 96707	(808) 672-1100	PreK-5	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00	
Oahu	Maunawili El	1465 Ulupii Street Kailua, HI 96734	(808) 266-7822	K-6	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00	
Oahu	McKinley Community	634 Pensacola Street Honolulu, HI 96814	(808) 594-0540		RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00	
Oahu	McKinley High	1039 S. King Street Honolulu, HI 96814	(808) 594-0400		RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	15Mbps	\$400.00	\$7,200.00	
Oahu	Milliani High	95-1200 Meheula Parkway Milliani, HI 96789	(808) 627-7747		RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00	
Oahu	Milliani Ike El	95-1330 Lehiwa Drive Milliani, HI 96789	(808) 626-2980	K-5	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00	
Oahu	Milliani Mauka El	95-1111 Makaikai Street Milliani, HI 96789	(808) 626-3350	K-5	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00	
Oahu	Milliani Middle	95-1140 Lehiwa Drive Milliani, HI 96789	(808) 626-7355		RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00	
Oahu	Milliani Uka El	94-380 Kuahelani Avenue Milliani, HI 96789	(808) 627-7303	K-5	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00	
Oahu	Milliani Waena El	95-502 Kipapa Drive Milliani, HI 96789	(808) 627-7300	K-5	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00	
Oahu	Moanalua El	1337 Mahiole Street Honolulu, HI 96819	(808) 831-7878/8	K-6	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00	
Oahu	Moanalua High	2825 Ala Ilima Street Honolulu, HI 96818	(808) 837-8455		RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00	
Oahu	Moanalua Middle	1289 Mahiole Street Honolulu, HI 96819	(808) 831-7850/831-7851		RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00	
Oahu	Mokapu El	1193 Mokapu Road Kailua, HI 96734	(808) 254-7964	K-6	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00	
Oahu	Mokulele El	250 Aupaka Street Honolulu, HI 96818	(808) 421-4180/4	K-6	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00	
Oahu	Momilani El	2130 Ho'okiekie Street Pearl City, HI 96782	(808) 453-6444	K-6	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00	
Oahu	Nanaikapono El	89-153 Mano Avenue Waianae, HI 96792	(808) 668-5800	K-6	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00	
Oahu	Nanakuli El	89-778 Haleakala Avenue Waianae, HI 96792	(808) 668-5813	K-6	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00	
Oahu	Nanakuli High & Int	89-980 Nanakuli Avenue Waianae, HI 96792	(808) 668-5823		RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00	
Oahu	Nimitz El	520 Main Street Honolulu, HI 96818	(808) 421-4165	K-6	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	15Mbps	\$400.00	\$7,200.00	
Oahu	Niu Valley Middle	310 Halemaumau Street Honolulu, HI 96821	(808) 377-2440		RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00	
Oahu	Noelani El	2655 Woodlawn Drive Honolulu, HI 96822	(808) 988-1858	K-5	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00	
Oahu	Nuuanu El	3055 Puuiwa Lane Honolulu, HI 96817	(808) 595-5422	K-5	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00	
Oahu	OHR Office	680 Iwilei Rd., Honolulu, HI 96817	(808) 586-3235		RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00	
Oahu	Olomana	42-522 Kalaniana'ole Hwy Kailua, HI 96734	(808) 266-7866		RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00	
Oahu	Operations & Maintenance	1037 Beretania St., Honolulu, HI 96814	(808) 586-3456		RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00	
Oahu	Palisades El	2306 Auhuhu Street Pearl City, HI 96782	(808) 453-6550	K-6	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00	
Oahu	Palolo El	2106 10th Avenue Honolulu, HI 96816	(808) 733-4700	K-5	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	15Mbps	\$400.00	\$7,200.00	
Oahu	Parker El	45-259 Waikalua Road Kaneohe, HI 96744	(808) 233-5686	K-6	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00	
Oahu	Pauoa El	2301 Pauoa Road Honolulu, HI 96813	(808) 587-4500	K-6	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00	
Oahu	Pearl City El	1090 Waimano Home Road Pearl City, HI 96782	(808) 453-6455	K-6	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	15Mbps	\$400.00	\$7,200.00	
Oahu	Pearl City High	2100 Hookiekie Street Pearl City, HI 96782	(808) 453-6500		RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00	
Oahu	Pearl City Highlands El	1419 Waimano Home Road Pearl City, HI 96782	(808) 453-6470	K-6	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00	
Oahu	Pearl Harbor El	1 Moanalua Ridge Honolulu, HI 96818	(808) 421-4125/4	K-6	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00	
Oahu	Pearl Harbor Kai El	1 C Avenue Honolulu, HI 96818	(808) 421-4245/4	K-6	RJ45		1	\$0.00	\$400.00	\$400.00	\$500.00	\$240.00	\$600.00	\$850.00	\$1,150.00	10Mbps	\$0.00	\$2,880.00	
Oahu	Pearl Ridge El	98-940 Moanalua Road Aiea, HI 96701	(808) 483-7250	K-6	RJ45		1	\$0.00	\$400.00	\$400.00									

Appendix B - Hawaii DOE WAN BID

Oceanic Time Warner Cable

GROUP B (Bidders must bid on Group A in order to qualify for award of Group B)															Select	NRC	Annual Recurring
Island	Site	Address	Phone#	Grades	Type of Termination	Quantity of Termination	Install 10Mbps	Install 15Mbps	Install 20Mbps	Install 45+Mbps	10Mbps	15Mbps	20Mbps	45+Mbps			
Molokai	Kaunakakai EI	PO Box 1950 Kaunakakai, HI 96748	(808) 553-1730	K-6	RJ45	1	\$0.00	\$400.00	\$400.00	\$500.00	\$250.00	\$650.00	\$920.00	\$1,290.00	10Mbps	\$0.00	\$3,000.00
Molokai	Kilohana EI	HC 01, Box 334 Kaunakakai, HI 96748	(808) 558-2200	K-6	RJ45	1	\$0.00	\$400.00	\$400.00	\$500.00	\$250.00	\$650.00	\$920.00	\$1,290.00	10Mbps	\$0.00	\$3,000.00
Molokai	Kualapuu EI NCPCCS	260 Farrington Avenue Kualapuu, HI 96757	(808) 567-6900	K-6	RJ45	1	\$0.00	\$400.00	\$400.00	\$500.00	\$250.00	\$650.00	\$920.00	\$1,290.00	10Mbps	\$0.00	\$3,000.00
Molokai	Maunaloa EI	PO Box 128 Maunaloa, HI 96770	(808) 552-2000	K-6	RJ45	1	\$0.00	\$400.00	\$400.00	\$500.00	\$250.00	\$650.00	\$920.00	\$1,290.00	10Mbps	\$0.00	\$3,000.00
Molokai	Molokai Complex Office	65 Makaena Pi, Kaunakakai, HI 96729	(808)553-1726		RJ45	1	\$0.00	\$400.00	\$400.00	\$500.00	\$250.00	\$650.00	\$920.00	\$1,290.00	10Mbps	\$0.00	\$3,000.00
Molokai	Molokai High	2140 Farrington Ave Hoolehua, HI 96729	(808) 567-6950		RJ45	1	\$0.00	\$400.00	\$400.00	\$500.00	\$250.00	\$650.00	\$920.00	\$1,290.00	10Mbps	\$0.00	\$3,000.00
Molokai	Molokai Middle	2175 Lihi Pali Avenue Hoolehua, HI 96729	(808) 567-6940		RJ45	1	\$0.00	\$400.00	\$400.00	\$500.00	\$250.00	\$650.00	\$920.00	\$1,290.00	10Mbps	\$0.00	\$3,000.00
Lanai	Lanai High & EI	PO Box 630630 Lanai City, HI 96763	(808) 565-7900	K-12	RJ45	1	\$0.00	\$400.00	\$400.00	\$500.00	\$250.00	\$650.00	\$920.00	\$1,290.00	10Mbps	\$0.00	\$3,000.00
Maui	Hana High & EI	PO Box 128 Hana, HI 96713	(808) 248-4815	K-12	RJ45	1	\$0.00	\$400.00	\$400.00	\$500.00	\$250.00	\$650.00	\$920.00	\$1,290.00	10Mbps	\$0.00	\$3,000.00
TOTAL SUM BID PRICE, GROUP B:																\$0.00	\$27,000.00

DEPARTMENT OF EDUCATION
PROCUREMENT AND CONTRACTS BRANCH

December 29, 2009

ADDENDUM D
TO
IFB D10-059
FOR THE
UPGRADE OF WIDE AREA NETWORK SERVICES
FOR THE DEPARTMENT OF EDUCATION

“Appendix B” (offer pages) has been revised as attached. The fillable, formatted version will be emailed to all registered Bidders.

DEPARTMENT OF EDUCATION
PROCUREMENT AND CONTRACTS BRANCH

December 23, 2009

ADDENDUM C
TO
IFB D10-059
FOR THE
UPGRADE OF WIDE AREA NETWORK SERVICES
FOR THE DEPARTMENT OF EDUCATION

The following Questions & Answers are hereby offered:

- 1) Reference: Bid Sheets, Group B
Question: Is Bidder required to provide pricing for all data rates (10Mbps, 15Mbps, 20Mbps and 50Mbps) in order to be considered for this Group B or can bidder provide a subset of service offering and still be considered?
Reference Addendum B issued on December 21, 2009.
- 2) Reference: Bid Sheets
Question: Does DOE want bidders to itemize "other" pricing costs such as Project Management and Network Management services in a separate price sheet or should the pricing be included in the NRC and/or MRC per site.
Bidders have the option to embed the associated prices in the NRC &/or MRC, or specify them as separately identifiable Features in Appendix B; see Instruction #4. In any event and in accordance with Special Conditions, Section 14, Bid Price, "Total bid price shall include all services, labor, materials, equipment, freight charges, overhead, profit, all applicable taxes, any reimbursement costs, and any other incidental and operational expenses incurred to provide services specified. Total bid price shall be the all-inclusive cost to the DOE and no other charges will be honored."
- 3) Reference: Page S-5, Section VI, A. (3): Last mile segments are provisioned using multiple pairs for availability &/or fiber optics that provide high reliability.
Question: Please clarify the last mile requirement for multiple pairs &/or fiber optics.
Last mile segments shall be provisioned for highest reliability and availability using fiber or copper media, and accept SLA penalties for failures.
- 4) Reference: Page S-6, Section VI, A (2): Each network link must be available 100 percent of the time.
Question: Would DOE consider Bidder proposing additional redundant service at the school sites for increased reliability due to the 100% uptime requirement? If so, how does the Bidder reflect this in the price sheets?
No. It is the DOE's expectation that Contractors will provision non-redundant connections that meet the stated service level requirements, and accept the SLA

penalties for failures. Reference Special Condition #22.b - More than one offer shall be will be considered as sufficient for disqualification of the offer.

- 5) Reference: Page S-6, Section VI, A(4): Outages for maintenance and upgrades shall be scheduled and conducted at a time agreed in advance by DOE and will not be subject to the SLA, however, systems maintenance and upgrades must not exceed 2 hours per month of network availability. Systems maintenance exceeding 2 hours in any month will be considered downtime and appropriate SLA measures and DOE credits will be enforced.
Question: Is the 2 hours of maintenance per month on a per site basis where systems maintenances and upgrades must not exceed 2 hours per site per month?
Yes; on a per site basis.
- 6) Reference: Page S-6, Section VI, A (5): Bandwidth shall be the full speed simultaneously and in both directions over the connection.
Question: Would the DOE consider asymmetric service offerings? If so, what are the minimum requirements for down and up rates?
No. The DOE anticipates bi-directional increases in bandwidth requirements; therefore a symmetric service is required.
- 7) Reference: Page S-9, Section VI, H (2): Any SLA Credits must be automatically issued by the contractor and appear as credits to DOE in the next billing cycle following the month in which the SLA violation occurred. Failure to automatically issue SLA Credits will result in an additional seven (7) days prorated monthly credit as an administrative cost recovery fee for DOE personnel intervention. Each such DOE intervention for an individual SLA Credit will carry the same administrative cost recovery fee. These administrative cost recovery fees are applicable for each month until the incident credit issue is resolved. It is the DOE's desire that the SLA not generate revenue to DOE, but that enforcement of the SLA is unnecessary. The SLA credits in any one given month are capped at 50% of the monthly recurring cost.
Reference: Page S-9, Section VI, H(5): Service Credits do not apply when the outage is result of (i) the acts or omissions of DOE employees, contractors, or agents of its end users; (ii) the failure or malfunction of the customer provided equipment, applications or systems not owned or controlled by the Contractor; (iii) Force Majeure events; (iv) scheduled service maintenance or; (v) when utility or public safety crews will not allow the Contractor access to an infrastructure break site because of a safety issue.
Question for both H(2) and H(5): Can the SLA process include a ticket creation process by either party (Contractor or DOE) where determination of cause/fault of outage is necessary prior to issuance of SLA service credits. For example, if school experiences prolonged utility power outage and SLA credit is automatically generated; how will these credits be recovered by the Contractor due to no fault? It is possible to determine cause/fault before issuance of credit?
The exceptions in Section VI.H.5 shall be confirmed (with the DOE), then documented as "stop time" in the Contractor's problem management system/process, which will result in an accurate credit.
- 8) Reference: Page S-14, VIII, B (1): provide consultation services 24 hours/day 365/366 days/year through e-mail and a toll free or local access phone line. This service will provide same day response to questions about support.
Please describe what is expected in terms of the consultative services 24 hours/day, 365/366 days. Are these consultative services beyond the business day/time of problem-related service or will this include planning or project type consulting?
Consultative services in this context pertain to problem-related support to address business-impacting situations for connections that are in Review, Troubled, or Failed status.

- 9) Reference: Page S-14, VIII, B (3): not assess additional charges for technical support, troubleshooting, or problem resolution.
Question: Are there means to remedy excessive problems and/or damages (either deliberate or non-deliberate) to Contractor's equipment/services that are caused by other parties other than the Contractor and are not under the control of the Contractor? Also please clarify if trouble-calls will be received from individual schools or DOE NOC?
No. These shall be considered the cost of doing business by the Bidders. Trouble calls will be received from the DOE NOC; calls from individual schools shall be referred back to the DOE by the Contractor.
- 10) Reference: Page SC-8, No. 23: Method of Award: Award, if any, shall be made on a Group basis to the responsive and responsible bidder submitting the lowest Total Sum Bid Price for each Group. Bidder must bid on all items within a group to qualify for Group award. Further, Bidder must bid on Group A in order to qualify for award of Group B.
Question: Please provide reasoning for separation of award for Group A and Group B.
Addendum B issued on December 21, 2009 states the following: "Award, if any, shall be made to the responsive and responsible bidder submitting the lowest Total Sum Bid Price for Groups A and B. Bidder must bid on both groups and all items within both groups to qualify for award." In effect, Groups A and B will be handled as a single group.
- 11) For locations on military bases, will the DOE make arrangements with the military for the Contractor to place copper and/or fiber to each location?
The Contractor is responsible for the "last mile" from its facilities to the data MDF. The Contractor shall follow its normal process to place its facilities to each location.
- 12) For locations on military bases, will the DOE make arrangements with the military for the Contractor to obtain the suitable number of pairs to provision the service to the location?
The Contractor is responsible for the "last mile" from its facilities to the data MDF. The Contractor shall follow its normal process to obtain facilities to each location.
- 13) For commercial locations, is the Contractor responsible for commercial power and any monthly recurring billing for electricity?
The Contractor is responsible for the "last mile" from its facilities to the data MDF; the DOE will provide power in the MDF for Contractor's equipment used solely for the DOE's connection at that location.
- 14) Reference page S-11, I-Network Availability, paragraph 3- ..."any connections that have continuous loss of service for over one (1) continuous hour, or have availability that falls below 95% are considered to be "Failed" and received a full month's credit for the "Failed" connection. The question: is the maximum SLA applied to any circuit under this situation, 100% of the monthly charge?
Reference Section VI.H.2; the maximum is capped at 50%.
- 15) S-5, #3 – What is expected latency and applications?
Expected latency shall be 20MS or less. Applications expected during the term of the contract include application file servers, web access to databases, video conferencing, and video streaming; and future requirements for Voice over IP. The Contractor shall work with the DOE to address latency and jitter issues if they arise.
- 16) S-5, #5 – What is the existing 3Com network equipment?
Please provide device type – Router, Switch (layer 2 or multi-layer) and available interface type and quantities per location.

SDP sites are equipped with either a 3Com 5232 or an H3C 30-20 router. There is one available Ethernet RJ45 port that is presently being used for the current configuration. The interface supports 10/100/1000. The core DCDP is equipped with a 3Com 8800 Layer 3 switch that provides up to 16 fiber or copper Gig ports. The interface supports 10/100/1000.

- 17) S-5, #6 – Please provide specifics on the WAN monitoring and management facilities.
Connections are expected to transparently pass standard SNMP messages for network monitoring and management.
- 18) S-12, Section VII -- What is the demarcation point between DOE and the Contractor's WAN for Security responsibilities?
The demarc is the port on the Contractor's device in the MDF. Note the following regarding the context of the security requirement. The IFB specifies a private service that may be transported over shared infrastructure within the Contractor's core network. The security requirements are intended to protect data and the integrity of the services that may traverse that shared infrastructure.
- 19) The IFB doesn't detail a WAN Design.
Please provide how virtual links within the provider's cloud shall be provisioned – hub and spoke? Partial mesh? Full mesh? If full or partial mesh, please detail DOE locations and how they will interconnect.
For purposes of evaluation, assume that virtual links will be hub and spoke from the DOE's Central Data Center to each remote location.
Will all sites belong to a single broadcast (layer-2) domain?
Yes, assume a single broadcast domain.
Ethernet IEEE 802.3 pass broadcast traffic by default. How will the DOE control and manage broadcast traffic?
DOE will manage broadcast traffic.
- 20) Page S-3, Section-A, Last Mile, Sentence 3: Please confirm that the DOE provided access or use, including any newly constructed conduit and/or support structures, will be provided to the Contractor at no additional cost or charge.
Confirmed.
- 21) Page S-3, Section-A, Last Mile: Please clarify whether the State will be providing additional information specifically identifying the sites that are state facilities.
Appendix B contains all of the school and state offices.
- 22) Page S-4, Section-B, Testing Requirements: Please clarify what specific testing criteria would be used by the DOE.
The Contractor shall execute its standard pre-cutover test scripts and provide the results to the DOE.
- 23) Page S-8, Section-G, Customer Premises Equipment, Sentence 2: Please confirm that the DCDP interface can be either RJ45 copper, multimode fiber or single-mode fiber.
Confirmed.
- 24) Page S-8, Section-G, Customer Premises Equipment, Sentence 3: Please confirm that the SDP interface cannot be provided via multimode fiber or single-mode fiber.
Yes. The SDP interface must be an RJ-45 handoff.
- 25) Page S-10, Section-I, Network Availability, Paragraph 1: Please confirm that properly scheduled and approved network maintenance and upgrades would be exempted from the 100% network availability SLA.
Confirmed.

- 26) Page S-13, Section D, Alarms and Audit Trails, Sub-Section 2, Sentence 2: Please clarify:
- i. What specific types of financial audit would be requested?
 - ii. What would be the scope of the audit?
 - iii. What type of financial information would be required to support the audit?

Delete the second sentence from Page S-13. Section D. Alarms and Audit Trails, Sub-Section 2, "The Contractor will provide information for a financial audit if requested by the DOE."

- 27) Page SC-2, Paragraph-1, Sentence-2: Please clarify if the expectation is that a re-bid is required to execute a supplemental extension option.
A re-bid is not necessary for Years 2 to 5; however extensions are subject to availability of funds.
- 28) Page SC-2, Section-5, Purchases through the E-Rate Discount Program: Please confirm that the E-Rate program will enable the execution of the optional extension years without having to re-bid the contract for each program funding year.
A re-bid is not necessary for Years 2 to 5; however extensions are subject to availability of funds, including E-Rate discounts. Therefore, in accordance with Special Condition Section 5, the DOE reserves the right to cancel if E-rate discounts are not approved or if budget funds are not adequate to fund the network.
- 29) General Conditions, Page 13, Section 28: Please clarify: Whether the scope of the audits could be extended beyond what is defined in sub-points-and –b. What type of financial information would be required to support the audit?
Audits will be conducted in accordance with the contract and the applicable law. Specific supporting financial information which may be required will be determined by the auditors.
- 30) Is it possible to get an extension on the bid deadline – 30 days?
No.
Will the bid be awarded in whole or in piece parts to multiple vendors?
Reference Addendum B, issued on December 21, 2009.
- 31) Page S-6, section B, item 1: Please clarify the term "order confirmation."
Does it mean a DOE Purchase Order, or the Contractor confirming back to the DOE with an order confirmation?
Order confirmation is the acknowledgement from the Contractor that it has created an order and commits delivery of the service ordered.
- 32) Section VI, Ref; J. Time to Restore Service – what is the method of notifying the DOE when the DOE is not manned?
Notification shall be via telephone call and email, and noted in the trouble ticket created by the Contractor.
- 33) Appendix B. It may be in the DOE's best interest to reduce the 50Mbps bandwidth requirement to 45Mbps, as the price differential for the incremental 5Mbps may be significant.
Reference Addendum B issued on December 21, 2009.
- 34) Page S-5 #8 and Appendix B. Can bidders propose individual prices per location, versus standard pricing?

Yes. See Instructions #2 & #3 in the spreadsheet Appendix B, #2 "Standard price populates all sites by formula." Then, #3 "Type over individual site prices, as needed."

Bidders shall also refer to Special Conditions Section 5, paragraphs 1 and 2, particularly, "The DOE reserves the right to add or delete sites and/or buildings to be included in the project, again subject to fund availability."

- 35) Page S-7. - # 2 - If cables are to be provided by the Contractor, then the DOE would need to specify length and other specifications. Would it be acceptable if the Contractor provides the cable but does not maintain ownership? In other words, the Contractor would not be responsible for repair and replacement.
Contractor is responsible for cables.
- 36) Page S-9. # 2 - SLA credits may not appear on the next billing cycle but should always appear by the second billing cycle. Would it be acceptable to apply any credits within two or three billing cycles to allow for internal processing and outages that may occur a day or two after a bill has been generated? **Yes. Credits are acceptable no more than three billing cycles after an outage occurs.**
- 37) Page S-11. #1 - Would the DOE be amenable to a response time of 60 minutes in a "Failed" connection condition rather than the 20 minutes noted. This would allow for holidays and middle of the night outages where response with a status update would be difficult.
See Addendum A.
- 38) Pages S-11 and S-12. #3 Remedy - Would the DOE accept access to an on-line portal or a manual bill, for tracking and identifying trouble ticket credits, in lieu of the monthly invoice?
Yes. Access to an online portal and/or manual bill are acceptable.
- 39) Page S-12. # C – The service that we will be proposing is a private network. It is my understanding that Denial of Service attacks would not apply. However, we would protect the network from any other foreseeable network intrusions.
Confirmed. The IFB specifies a private service that may be transported over shared infrastructure within the Contractor's core network. The security requirements are intended to protect data and the integrity of the services that may traverse that shared infrastructure.
- 40) Page S-14. # B-3 – If the billing system does not block billing of additional charges for technical support, then will the DOE accept credits for these charges on the subsequent billing (or the next two billings) due to the timing of the bill generation.
Agreed.
- 41) Page SC-5. #14 - Applicable taxes and surcharges are subject to change by law. Pricing provided will include taxes that are applicable now but are subject to change. Is this acceptable?
Yes. Accepted.

DEPARTMENT OF EDUCATION
PROCUREMENT AND CONTRACTS BRANCH

December 21, 2009

ADDENDUM B
TO
IFB D10-059
FOR THE
UPGRADE OF WIDE AREA NETWORK SERVICES
FOR THE DEPARTMENT OF EDUCATION

1. The following revision is hereby made to the offer pages identified as "Appendix B":

The data rate requirement of "50 Mbps" is revised to read "**Minimum 45 Mbps**".

2. The following revision is hereby made to the "Method of Award" provision under Special Conditions:

23. Method of Award

Award, if any, shall be made to the responsive and responsible bidder submitting the lowest **Total Sum Bid Price for Groups A and B**. Bidder must bid on both groups and all items within both groups to qualify for award.

In the event funding is not available to support the entire project, the DOE reserves the right to 1) delete any or all schools under Group B and/or to 2) delete any schools under Group A to be within available funds.

DEPARTMENT OF EDUCATION
PROCUREMENT AND CONTRACTS BRANCH
December 17, 2009
ADDENDUM A
TO
IFB D10-059
FOR THE
UPGRADE OF WIDE AREA NETWORK SERVICES
FOR THE DEPARTMENT OF EDUCATION

The following revisions are hereby made; revisions are bolded in blue print:

VI. WAN SPECIFICATIONS

I. Network Availability

3. **Remedy:** [...] Any connections that have continuous loss of service for over **two (2) continuous hours**, or have availability that falls below 95% are considered to be "Failed" and receive a full month's credit for the "Failed" connection.

J. Time to Restore Service

Definition: Time to Restore Service (hereafter "TTR") is defined as the time required for restoring service from a partial or total disruption to the committed service level. **Response time is defined as the amount of elapsed time from the moment a call is initiated by DOE or when the Contractor's network monitoring system reports the service impairment (whichever comes first), until a trouble ticket is issued and the DOE is notified.**

1. **Commitment:** TTR connections that are in "Review" require 24 hour response and 3 business days (TTR) to repair. Partial disruption, i.e. "Troubled" connections shall not exceed **one (1) hour** response time and **eight (8) hours** (TTR) to repair. Total disruption or outage i.e. "Failed" connections shall not exceed **one (1) hour** to respond and **four (4) hours** (TTR) to repair the connection. The TTR begins at the time when the Contractor's network monitoring system reports the service impairment to the trouble ticketing system or when DOE reports the service interruption to the Contractor (whichever comes first). TTR ends upon confirmation by the Contractor to DOE that service has been restored and DOE tests and confirms the services as being restored.

2. **Calculation:** Calculation of the TTR is the interval of each incident.

3. **Remedy:** Each time the Contractor fails to meet the TTR service commitment, DOE will receive a Service Credit equal to one (1) day's prorated contracted, monthly recurring service charge for the impacted connection. DOE will receive an additional (1) day's Service Credit for each subsequent interval of service disruption where a connection has not been restored. For example an outage of **eight (8) hours** would equal two (2) days Service Credit (2 x **4 hour** periods). Credits must be automatically issued by the Contractor and appear as credits to DOE (clearly indicating the trouble ticket number and the site circuit id and customer provided field) in the next billing cycle following the Closure of the Trouble Ticket. Failure to issue automatic credits as detailed above that require DOE personnel intervention to resolve will result in seven (7) days prorated monthly credit for each month until the credit issue is resolved.

SPECIFICATIONS

I. INTRODUCTION

In order to broaden its technology plan, the DOE will upgrade its current system to a high-capacity reliable network linking all of its schools and Department office sites through a digital Wide Area Network (WAN) communications service. The upgraded WAN shall integrate the DOE's digital voice, video, and data network

II. BACKGROUND INFORMATION

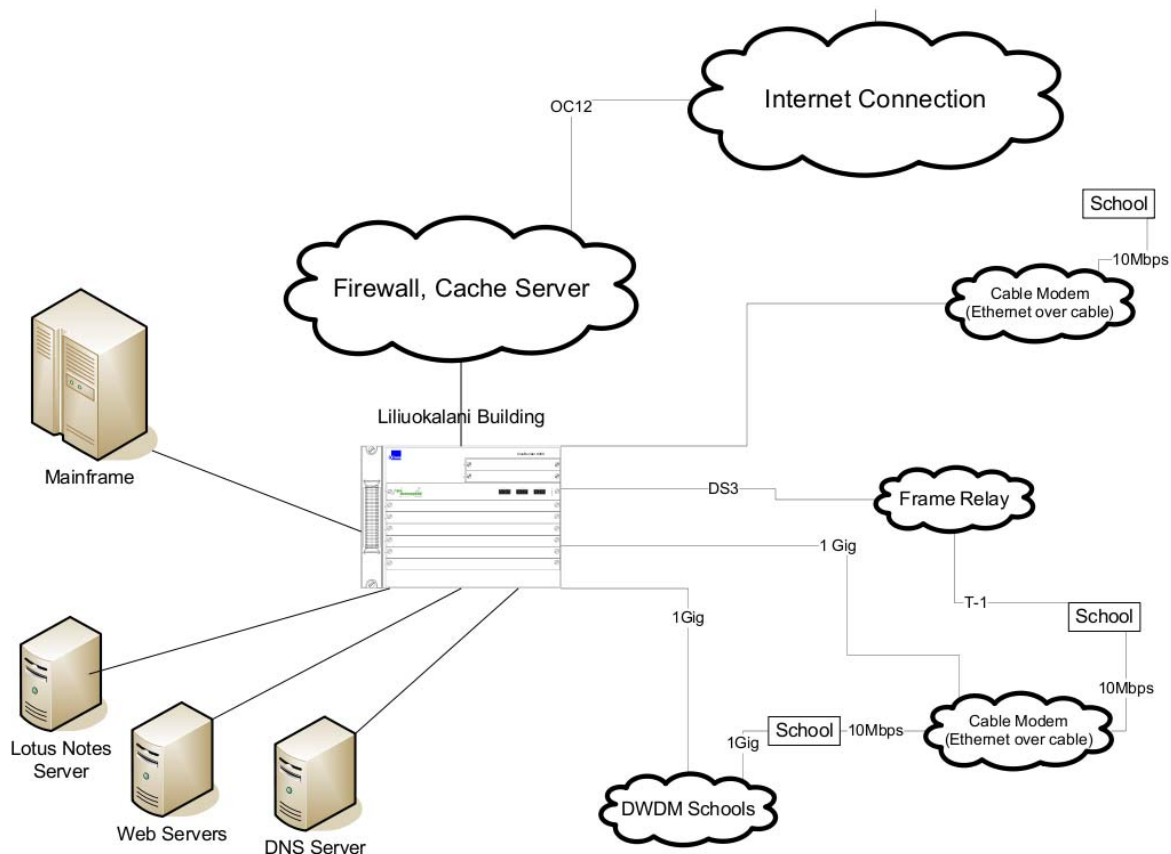
Current Network Design

The existing network consists of a 1) cable modem, 2) frame relay, and/or 3) fiber-optic network.

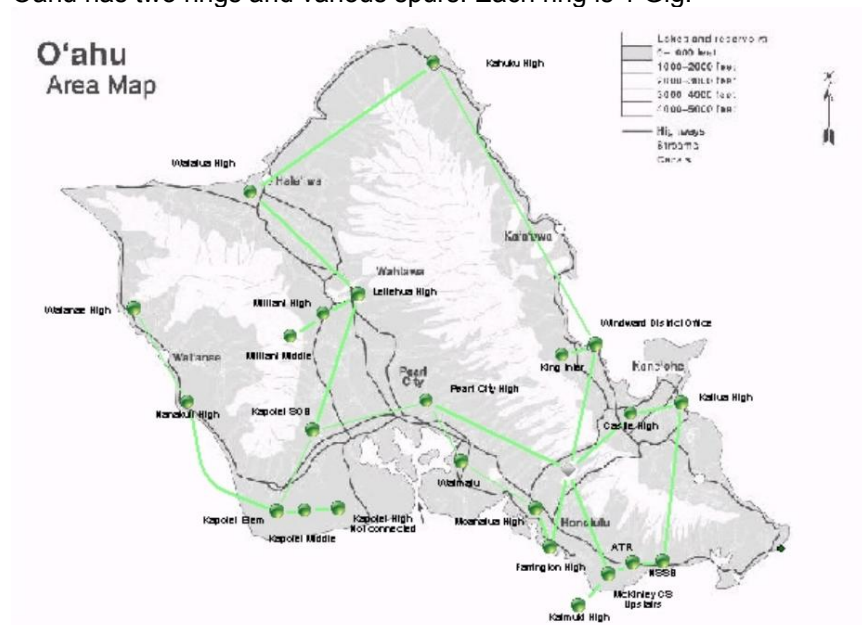
The cable modem network consists of a two-tiered design; 10Mbps connections link schools and offices to the Contractor's aggregation points (hereinafter headends) in the network core, that are in turn linked to the DOE's Central Data Center located at the DOE's Liliuokalani Building, 1390 Miller Street, Basement Room A, Honolulu, HI 96813 (hereafter "CDC") via two (2) Gbps connections.

The frame relay (hereafter "FR") network provides connections to schools on Kauai, Maui, Molokai, Lanai, and Hawaii. These connections are typically used as secondary links for load-balancing purposes; in some instances, the FR network may be the only connection available. Two DS3 circuits provide connectivity from the FR network to the DOE's CDC.

The fiber-optic network provides connectivity to certain DOE locations as well as to other state agencies.



Oahu has two rings and various spurs. Each ring is 1 Gig:



III. SCOPE

The upgrade of WAN services for the DOE shall be in accordance with these Specifications, the Special Conditions, and the attached General Conditions. Bidders are requested to submit bids for upgrade of the WAN that connects specified DOE locations to the CDC. The bids shall include all labor, engineering, design work, testing, materials, and supplies necessary and reasonably incidental for upgrading the WAN, although not totally or specifically described herein. The upgraded WAN will support all initially specified telecommunication functions as well as provide for future enhancement without major modifications.

Work includes upgrade of WAN service as described in WAN SPECIFICATIONS including all preparation, planning, outside plant work, cabling, and configuration required for establishing each connection, and ongoing support for the duration of the contract.

IV. GENERAL REQUIREMENTS

A. Standards and Ordinances

The Contractor shall perform the entire implementation in strict accordance with applicable provisions of the latest edition of the National Electrical Code (NEC), National Fire Protection Agency (NFPA), and standards, ordinances, rules, and regulations of the State of Hawaii and the respective counties of the school districts. All design and installation of pathways shall conform to the latest version of TIA/EIA-569-B specifications. All design and installation for the cabling system shall conform to the latest version of TIA/EIA-568-B.

B. Housekeeping

The Contractor shall be responsible for coordinating with the DOE the use of storage space for Contractor-owned materials, components, and any related equipment. No cutting, notching, drilling, or altering of any kind shall be done to the building by the Contractor without first obtaining permission from the DOE. The Contractor shall be liable and responsible for any damage to building, ground, conduit, or water/sewer line caused by the Contractor. Any repair of damages caused by Contractor or his employees shall be made and assessed to the Contractor after notice by the DOE. The Contractor shall therefore take the

necessary precautions to protect the buildings, utilities conduits, water/sewer lines, etc.

In compliance with the State Department of Health, Administrative Rules, Title 11, Chapter 60 - Air Pollution Control, the Contractor shall prevent dust from becoming airborne at all times, including during non-working hours. The cost and methods of dust control shall be the responsibility of the Contractor.

Throughout the installation, Contractor shall keep the working area free from debris of all types and remove from the premises all rubbish resulting from any work done by the Contractor. On a daily basis, Contractor shall leave the work area in a tidy and clean condition. Upon completion of the entire project, Contractor shall leave the premises in a clean and finished condition. All unusable debris and waste material shall be hauled away to an appropriate off-site dump area. Complete cleanup shall include the collection and removal of all waste paper materials, cans, bottles, containers, construction waste materials, and other objectionable materials.

No asbestos-containing materials or equipment shall be used in this project. The Contractor shall ensure that all materials and equipment incorporated in the project are asbestos-free.

C. Progress of Work

Upon request from the DOE, the Contractor shall provide the DOE with a status report on the progress of installation. Also, within twenty-four (24) hours of DOE's request, the Contractor shall complete and submit a written report to the DOE. Once a week or as deemed necessary by the DOE, the DOE may hold project status meetings in which the Contractor shall participate.

The Contractor shall submit the following during the course of the project:

1. Project status reports
2. Updated project schedule
3. As-built records
4. Manufacturer's installation, maintenance, and operation guides for all equipment, components and tools.
5. Test records
6. Ongoing Service Level Agreement (SLA) compliance reports

V. SPECIAL REQUIREMENTS

A. Last Mile

The Contractor must install the "last mile" from its facilities to the data Main Distribution Frame (hereafter "MDF") location within each facility and shall be responsible for all costs, including site preparation and construction provisions. It shall be the Contractor's responsibility to determine if there are sufficient conduits, sleeves and/or support structures to support the proposed system. For DOE and State facilities where DOE is a tenant, the DOE will provide the Contractor access or use of existing conduit and/or support structures, or will install new conduit and/or support structures, for site access, i.e. demark to telephone pole on the street. For commercial buildings where the DOE is a tenant, the Contractor will provide access or use of existing conduit and/or support structures, or will install new conduit and/or support structures, for site access, i.e. demark to telephone pole on the street. In all cases, the Contractor will provide inner duct and pull WAN cable to the demark, as needed. If additional conduits and/or support structures are required, the Contractor shall provide the DOE with a quote for consideration, to include the cost of engineering, designing and installation of conduits and/or support structures. The conduits offered shall contain sufficient space not only for the current requirements but shall also provide space for the future network expansion. All firewalls shall be maintained when installing conduits and cables. The Contractor shall seal all firewall penetrations with a fire stop or sealant material appropriate for the type of firewall penetration.

The Contractor shall be responsible for the removal and replacement of ceiling tiles as required to

complete the installation. The Contractor shall replace any damaged ceiling tiles at no additional charge to the DOE.

B. Testing Requirements

The Contractor shall provide all test equipment required. All test equipment shall be properly calibrated to provide accurate readings. A DOE representative or designee must be present during all test procedures. Within two (2) working days of testing, the Contractor shall notify the DOE representative of the scheduled date, time, and place where the testing will take place.

C. Cutover

The Contractor shall be available to assist the installers of the telecommunication equipment or computers to troubleshoot the WAN, should it be necessary. Prior to cutover at each site, the Contractor shall assure that the WAN installed is fully operational and ready for application with telecommunication equipment and computers. This responsibility shall include coordination with suppliers of telecommunication equipment and computers.

D. Acceptance

Acceptance shall occur on a site-by-site basis. The Contractor shall perform his own tests and inspections and resolve any resulting punch list discrepancies prior to determining whether the WAN has reached the completion level necessary for acceptance at a site. Preliminary acceptance shall occur when all tests specified under **Testing Requirements** are completed in accordance with manufacturers' specifications and to the DOE's satisfaction and subject to the following requirements:

1. All equipment components shall be adjusted for optimum quality operation.
2. The DOE shall be provided with overall instructions in the proper operation of the WAN by a qualified representative of the Contractor at a time agreeable to the DOE.

Final acceptance shall occur after preliminary acceptance and upon completion of the following requirements:

3. Within thirty (30) days after cutover to the new WAN, the DOE shall issue a written notice to the Contractor, either accepting the network or advising of irregularities that are unacceptable to the DOE.
4. The Contractor shall immediately proceed to correct unacceptable items. All such items shall be corrected to the DOE's satisfaction before final acceptance.
5. The Contractor shall provide, to the DOE's satisfaction, all documentation, training, and as-built records and drawings as specified.

VI. WAN SPECIFICATIONS

A. Purpose

The DOE requires an upgrade of its WAN services. This comprehensive communications network supports the DOE's program of education technology and the integration of instructional and administrative resources in order to improve both teaching and learning outcomes, as outlined in the DOE's Technology Plan.

The Contractor shall upgrade WAN services such that each site can connect to the Internet and access central network resources provided via the CDC. Internet service is not part of this IFB. The sites covered by this solicitation are listed on the attached Appendix A.

The upgraded WAN must be designed to provide high reliability and availability as follows:

1. Ring topology, meshed network topology, or equivalent in the network core, with automatic failover via diverse routes.
2. Critical network nodes located in central offices and/or head-ends are protected from commercial power outages.
3. Last mile segments are provisioned using multiple pairs for availability, &/or fiber optics that provide high reliability.

Additional schools and offices may be added and disconnected without negatively impacting service at the CDC.

The DOE requires Ethernet IEEE 802.3 communications service that is demonstrably capable of the following. The network must be standards-based. It must support Ethernet at a minimum of 10Mbps with no restrictions on any protocol as follows:

1. accommodating a link speed of 10, 15, 20, or 50 megabits per second (Mbps) between any DOE site and the Contractor's network ("cloud")
2. links between the Contractor's cloud and the DOE's CDC in increments of 1.0 gigabits per second. DOE CDC Links to the Contractor Cloud should be sufficient to prevent oversubscription.
3. supporting latency and throughput requirements of current and anticipated applications of WAN
4. upgrading or downgrading link speed within well-defined cost and lead time parameters
5. interoperating with existing and planned Department 3Com network equipment at each site
6. interoperating with existing and planned Department WAN monitoring and management facilities
7. supporting DOE availability and service requirements
8. minimizing administrative and billing complexity and overhead
9. minimizing long-term total cost
10. Terminations of Connections at non-CDC sites shall be RJ45. Terminations of connections at the CDC may be fiber or RJ45 depending on network design. Bidder must clearly indicate quantity and type of Termination on the Offer forms..
11. The ability to increase or decrease Connection bandwidth between each site and the CDC. The DOE anticipates bandwidth options of 10Mbps, 15Mbps, and 20Mbps, or 50Mbps with pre-established cost and lead time.
12. An assured level of service with continuous monitoring of link status, latency, errors and packet loss.
13. Response to disruptions and outages with ready access to necessary technical staff and materials according to a Service Level Agreement (hereafter "SLA"). It is expected that the WAN service provisioned will be 100% operational and that the Contractor is obligated by the SLA penalties for any disruption of the WAN service.

The Contractor must comply with the following service levels:

1. The network and each connection shall operate and be available continuously at full capacity.
2. Each network link must be available 100 percent of the time.
3. A single network disruption or outage of any connection shall immediately put in force the terms and conditions outlined in the service level agreement.
4. Outages for maintenance and upgrades shall be scheduled and conducted at a time agreed in advance by DOE and will not be subject to the SLA, however, systems maintenance and upgrades must not exceed 2 hours per month of network availability. Systems maintenance exceeding 2 hours in any month will be considered downtime and appropriate SLA measures and DOE credits will be enforced.
5. Bandwidth shall be the full speed simultaneously and in both directions over the connection.

B. Implementation Phasing

The implementation of upgrade services described in this IFB must be phased and scheduled to coincide with the DOE's needs. Appendix A contains a list of the names, addresses, and phone numbers of the Department sites requiring connections. DOE has existing service contracts that must be considered in detailed transition planning. Some site transition schedules may need to be adjusted to avoid potential termination liability on existing services. The DOE does not intend to cancel existing service contracts prior to their normal expiration. The DOE expects installation lead-times as follows, assuming a complete order is placed (i.e. no discrepancies or missing information), the order is confirmed, and barring right-of-way access issues that are beyond the Contractor's control. Order confirmation should be no greater than 5 working days:

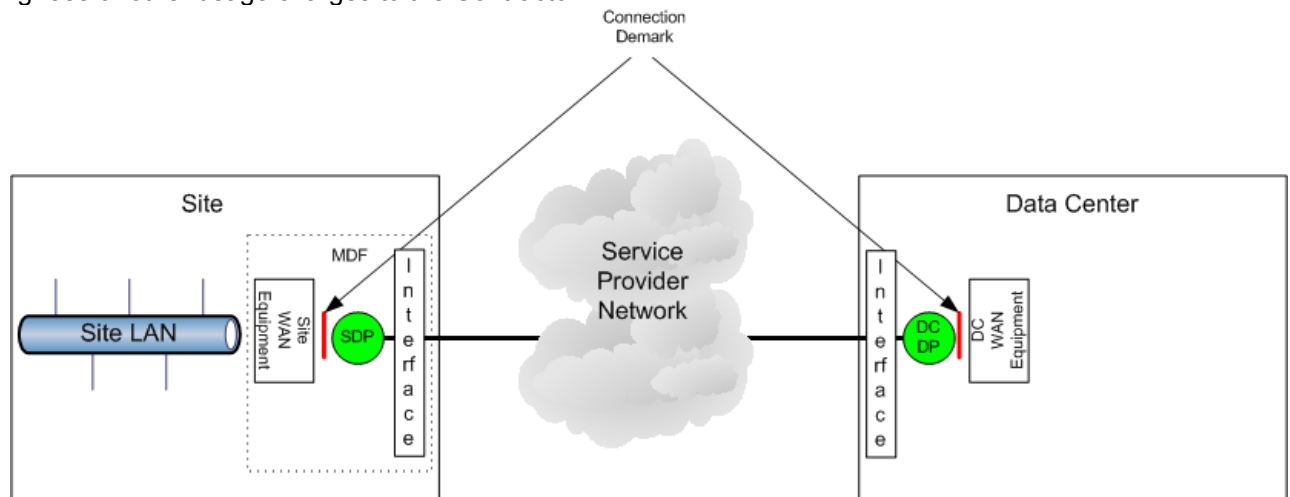
1. 20 working days from order confirmation to installation for locations where the Contractor has existing cable plant installed.
2. 60 working days from order confirmation to installation for locations where the Contractor does not have existing cable plant installed.

C. Implementation Plan

The Contractor shall provide a dedicated project manager to work with the DOE's project manager in planning and deploying the service. The Contractor shall provide a comprehensive project plan to be reviewed and accepted by DOE prior to the project start date. The project plan must include a cutover plan for each site that addresses the specifications indicated under "Special Requirements – Cutover" above.

D. SDP – Interface to Sites

The term *Service Delivery Point* (hereafter “SDP”) defines the point at which the Contractor physically delivers a service at a DOE site. Each SDP is the combined physical, electrical, and service interface between Site WAN Equipment and the Bidder WAN Equipment. The Department will authorize the use of a mutually agreed upon amount of floor space and power at Department locations for the installation of the successful Contractor’s equipment without charge to the Contractor. The Contractor must submit written request for DOE facilities and receive approval for installation of equipment at each location that clearly indicates the requirements of DOE. Failure to obtain prior written approval may result in DOE assessing fees or other usage charges to the Contractor.



1. The physical interface of the SDP with the WAN Equipment at each site must support and fully integrate with the DOE’s 3Com Network Equipment.
2. The Contractor must supply all hardware and software (including cables) necessary to provide the required end-to-end High Speed Digital WAN connection to the DOE Site WAN Equipment via the SDP. Limited space is available for Contractor owned and operated premise equipment (Network Interface Device). All power requirements must be clearly indicated and communicated in writing to DOE 30 days prior to installation.
3. The Bidder must provide medium conversion interface equipment on each end of each connection to serve as clear demarcation points between the Contractor’s network and the DOE’s network.
4. DOE will provide the Contractor access or use of existing conduit and/or support structures, or will install new conduit and/or support structures, for site access, i.e. demark to telephone pole on the street. The Contractor will provide inner duct and pull WAN cable to the demark, as needed. If the Contractor needs exterior right-of way, it must negotiate and obtain right-of-way from the appropriate right-of-way owners. The Contractor is responsible for all cost, permits, and negotiations to secure right-of-way, if required.
5. The Contractor agrees to install the SDP at a location specified by DOE for the convenience of DOE. The Contractor must have written authorization from DOE as to the exact placement of the Connection in all facilities serviced under this agreement. All costs including planning, project management, internal building wiring and labor to provide the Connection at the location selected by DOE is the responsibility of the Contractor. WAN Cable within DOE-provided conduit shall be installed in inner duct so as to prevent damage. Contractor will install inner duct according to DOE, BICSI and industry standards. All locations require plenum rated cable and inner duct unless in

conduit. Where discrepancies or uncertainty exist the Contractor must seek and receive written approval from DOE prior to installation.

6. Connections must transparently pass standard VLAN headers as described in IEEE 802.1Q and honor QoS or differentiated service tags (e.g., DiffServ.)

E. DCDP – Interface to Data Center

The term *Data Center Delivery Point* (hereafter “DCDP”) defines the point at which the Contractor physically delivers a service at the DOE’s CDC. The DCDP is the combined physical, electrical, and service interface between CDC WAN Equipment and the Bidder WAN Equipment. The Department will authorize the use of a mutually agreed upon amount of floor space and power at Department locations for the installation of the successful Contractor’s equipment without charge to the Contractor. The Contractor must submit written request for DOE facilities and receive approval for installation of equipment at each location that clearly indicates the requirements of DOE. Failure to obtain prior written approval may result in DOE assessing fees or other usage charges to the Contractor.

The physical interface of the DCDP with the WAN Equipment at each site must support and fully integrate with the Department’s 3Com Network Equipment.

The Contractor must supply all hardware and software (including cables) necessary to provide the required end to end High Speed Digital Wide Area Network connection to the DOE CDC WAN Equipment via the DCDP. All power requirements must be clearly indicated and communicated in writing to DOE 10 working days after Notice to Proceed, or 90 days prior to installation, whichever is sooner.

The Bidder must provide medium conversion interface equipment on each end of each connection to serve as clear demarcation points between the Contractor’s network and the DOE’s network.

Connections are expected to transparently pass standard VLAN headers as described in IEEE 802.1Q and honor QoS or differentiated service tags (e.g., DiffServ.) If specific features are required to comply with this requirement, these must be specified and priced in the Bid worksheet in the spaces provided.

F. Connection – Data Channel

The terms *Connection* or *Site* (used interchangeably) refer to the logical data channel between a Site and the DOE’s CDC. The *Connection* is the standard unit for the Bidder’s bid prices. For bidding purposes, a *Connection* includes the logical and physical data channel necessary to provide the service and between the Contractor’s SDP and the Contractor’s network cloud, and all features and services associated with the connection.

All network traffic that exits a Site WAN Equipment Connection must pass directly to a DOE CDC where DOE will apply appropriate Internet content filters and security arrangements between the CDC LAN and the Internet and between other DOE sites.

G. Customer Premises Equipment (hereafter “CPE”)

The Bidder shall provide only that equipment necessary to provide the connections at the SDP and DCDP as well as the WAN services as described in this IFB. The DOE requires the 1Gbps+ DCDP connections to be delivered via Ethernet RJ45 copper interface or fiber. The SDP delivery interface shall be Ethernet RJ45 copper interface

H. Service Level Agreement

The Contractor shall be responsible for all aspects of service quality, interconnectivity, and interoperability between each site and the DOE CDC. The performance parameters for each service level are detailed below.

1. Each service level parameter is defined in terms of the minimum acceptable level of performance for the service and the minimum assured level of service. Service level agreements (hereafter "SLA") are for each Site Connection individually. The DOE has defined four (4) connection states regarding the SLA:
 - a. **Normal:** The connection is operating as it is designed without any issues or problems.
 - b. **Review:** The connection has entered a condition where the service provider should be reviewing and actively testing and attempting to restore the connection to Normal in order to prevent the connection from entering a further degraded state where SLA credits will be issued. A service in "Review" will move to "Troubled" state and accrue additional SLA credits. Connections in "Review" must be addressed and repaired according to time to restore expectations.
 - c. **Troubled:** The connection has entered a condition where the Contractor must be actively repairing the connection with specific Time-to-Restore parameters in order to avoid additional SLA penalties/credits. A connection in this state has already been issued SLA credits.
 - d. **Failed:** The connection has entered a condition where the Contractor must be actively repairing the connection with specific Time-to-Restore parameters in order to avoid compounding SLA penalties/credits. A connection in this state has already been issued SLA credits and Time-to-Restore parameters are shortened and penalty credits are the most severe.
2. Any SLA Credits must be automatically issued by the Contractor and appear as credits to DOE in the next billing cycle following the month in which the SLA violation occurred. Failure to automatically issue SLA Credits will result in an additional seven (7) days prorated monthly credit as an administrative cost recovery fee for DOE personnel intervention. Each such DOE intervention for an individual SLA Credit will carry the same administrative cost recovery fee. These administrative cost recovery fees are applicable for each month until the incident credit issue is resolved. It is the DOE's desire that the SLAs not generate revenue for DOE, but that enforcement of the SLA is unnecessary. The SLA credits in any one given month are capped at 50% of the monthly recurring cost.
3. The Contractor must maintain a complete database of all service delivery parameters for the entire term of this contract. This database must be made available to DOE personnel to review past performance and service levels for the entire term of the contract. If a disagreement should occur and DOE believes a potential violation of the SLA is in effect or has occurred and the Contractor does not agree, the following plan of action must be followed.
 - a. The Contractor agrees to review within 5 business days its own monitoring data as well as other information DOE will provide and has collected (including DOE monitoring systems and equipment log files) that indicates the potential SLA violation.

- b. The Contractor must review, analyze and respond in writing within 5 business days with the results and clear reasoning for either agreeing or disagreeing with the DOE's claim. If necessary, the Contractor must detail the steps being taken to resolve with a timeline and any follow-up testing measures to prove the issues have been corrected.
 - c. If necessary, the DOE will review the Contractor's response and within 5 business days provide the Contractor with the acceptance or denial of the Contractor's proposed solution. If the DOE does not agree with the proposed solution, the DOE will provide an alternative solution.
 - d. If the Contractor and DOE continue to disagree on the potential violation claim by the DOE, an independent third party industry expert, agreed upon by both parties, will be retained to review the information provided by the DOE and the Contractor and render a ruling within 20 business days. The costs for the independent third party expert review will be the responsibility of the Contractor. The DOE will not be responsible for any costs incurred by the Contractor to defend its position regardless of the outcome.
- 4. In any case, following this process, the SLA disruption shall be subject to the terms of the indicated remedy in the SLA which has been in full force.
- 5. Service Credits do not apply when the outage is a result of (i) the acts or omissions of DOE employees, contractors or agents or its end users; (ii) the failure or malfunction of customer provided equipment, applications or systems not owned or controlled by the Contractor; (iii) Force Majeure events; (iv) scheduled service maintenance or; (v) when utility or public safety crews will not allow the Contractor access to an infrastructure break site because of a safety issue.
- 6. In addition, a special SLA is required regarding the Contractor's response with respect to E-rate issues and support. The Contractor shall cooperate with the DOE and assist the DOE in responding in a timely manner to information requests regarding E-Rate. The Contractor shall notify the DOE upon receipt of any and all requests by any government or government-contracted entity regarding E-Rate, will respond to said requests within the allotted time, and will notify the DOE of the response. In addition, the Contractor shall indemnify the DOE and hold the DOE harmless from any reductions in E-Rate funding that occurs as a result of incorrect information or late responses provided by the Contractor to the DOE or any government or government-contracted entity with respect to E-Rate. The Contractor shall respond to any E-Rate inquiry, whether from the DOE or directly from a governmental entity, within four (4) calendar days.

I. **Network Availability**

Definition: End-to-End Network Availability is defined as the total number of minutes in a billing month during which a site Connection is available to exchange data with the DOE CDC at the level of service purchased by DOE, divided by the total number of minutes in a billing month. An outage may not represent 100 percent loss of connectivity between the connection and both DOE CDCs, an Outage may also be a degradation in service where the ability to transmit information falls below the purchased rate. Network availability for each circuit is critical for the DOE to meet the objectives of the Technology Plan and requires connectivity to shared services. It is expected that the circuits will be fully functional 100% of the time. If any DOE End-to-End Network Availability falls below 100% and does not fall below 99.99%, then the connection is deemed to be in "Review" state as described in the Remedy Section of the SLA requirements.

1. **Commitment:** The Contractor must commit to provide a minimum of 100% availability each month for each site connected.
2. **Calculation:** The calculation of End-to-End Network Availability will be reduced for every minute after a Trouble Ticket is opened for a site with the Contractor until the service is restored.

$$\text{End-to-End Network Availability (\%)} = \left(\frac{\text{Total number of minutes in a billing month during which a Service is available to exchange data between two Customer end points}}{\text{Total of minutes in the billing month}} \right) \times 100$$

3. **Remedy:** If any DOE End-to-End Network Availability falls below 100% and does not fall below 99.99%, then the connection is deemed to be in "Review" state. A connection in "Review" state is reviewed and tested by the Contractor for potential problems and perform corrective repairs as needed to return the connection to "Normal" state. If a connection that is in "Review" state in any month continues in the next month to be in "Review" state then an SLA violation has occurred, the connection state is degraded to "Trouble" and the connection receives a (3) day, prorated monthly credit for the "Troubled" circuit. Any connections that exceed 99.99% available in any month are immediately classified as "Troubled" and will receive a (3) day, prorated monthly credit for the "Troubled" circuit. Any connections that have continuous loss of service for over one (1) continuous hour, or have availability that falls below 95% are considered to be "Failed" and receive a full month's credit for the "Failed" connection.

Credits must be automatically issued by the Contractor and appear as credits to DOE (clearly indicating the trouble ticket number and the site connection id and customer provided field) in the next billing cycle following the Closure of the Trouble Ticket. Failure to issue automatic credits as detailed above that require DOE personnel intervention to resolve will result in seven (7) days prorated monthly credit for each impacted connection each month until the credit issue is resolved.

J. Time to Restore Service

Definition: Time to Restore Service (hereafter "TTR") is defined as the time required for restoring service from a partial or total disruption to the committed service level.

1. **Commitment:** TTR connections that are in "Review" require 24 hour response and 3 business days (TTR) to repair. Partial disruption, i.e. "Troubled" connections shall not exceed two hours response time and 4 hours (TTR) to repair. Total disruption or outage i.e. "Failed" connections shall not exceed twenty minutes to respond and 20 minutes (TTR) to repair the connection. The TTR begins at the time when the Contractor's network monitoring system reports the service impairment to the trouble ticketing system or when DOE reports the service interruption to the Contractor (whichever comes first). TTR ends upon confirmation by the Contractor to DOE that service has been restored and DOE tests and confirms the services as being restored.
2. **Calculation:** Calculation of the TTR is the interval of each incident.
3. **Remedy:** Each time the Contractor fails to meet the TTR service commitment, DOE will receive a Service Credit equal to one (1) day's prorated contracted, monthly recurring service charge for the impacted connection. DOE will receive an additional (1) day's Service Credit for each subsequent interval of service disruption where a connection has not been restored. For example an outage of 40 minutes would equal two (2) days

Service Credit (2 x 20 minute periods). Credits must be automatically issued by the Contractor and appear as credits to DOE (clearly indicating the trouble ticket number and the site circuit id and customer provided field) in the next billing cycle following the Closure of the Trouble Ticket. Failure to issue automatic credits as detailed above that require DOE personnel intervention to resolve will result in seven (7) days prorated monthly credit for each month until the credit issue is resolved.

VII. SECURITY

A. Confidentiality

All information transmitted over the WAN being provided is private and protected and shall be kept confidential and shall not be made available to any individual or organization by the Contractor. This also includes packet envelope data such as source and destination, the quantity or type of transmission. This includes any network demographic and SNMP information on how the network provided is utilized by DOE including bandwidth utilization statistics, etc.

1. During transmission, the Contractor shall protect DOE information from disclosure to unauthorized persons.
2. The Contractor shall provide confidentiality protection for sensitive information maintained in the network such as network performance statistics and network vulnerabilities.
3. For some services, the DOE may use cryptographic techniques for encryption of user information only. The Contractor's department WAN infrastructure shall be required to support the transmission of all encrypted information in a transparent manner.

B. Data Integrity

The Contractor shall protect DOE information during transmission through the service from unauthorized modification, interception, and reception. Failure to provide Data Integrity will result in DOE taking any actions allowed under local, state, and federal laws. In addition the failure to provide data integrity will be cause for DOE to cancel the contract and seek damages.

C. Prevention of Denial of Service

The Contractor shall proactively protect against malicious threats that deny service and thus reduce availability of the contracted service by providing mechanisms to protect the switching and network management systems from unauthorized denial-of-service attacks, from insider attacks, unauthorized or unexpected user actions, unauthorized intrusions, and other perceived threats.

The DOE shall have the right to make random spot checks from DOE's and the Contractor's networks to assess the robustness of their offered availability. Denial of Service as a result of a third party does not indemnify the Contractor from SLA requirements.

D. Alarms and Audit Trails

The Contractor shall be responsible for identifying, reporting, and resolving all security violations and breaches within the DOE's WAN. The Contractor shall report all security breaches to the DOE immediately upon discovery (not to exceed 30 minutes) via approved automated notification procedure. The Contractor shall assist the DOE in any criminal investigations resulting from a security breach.

1. The Contractor shall provide audit and alarm mechanisms that log all security-related events and report critical events to the DOE immediately. The Contractor shall maintain these audit trails for one year; however, the DOE may request that audit trails be

maintained longer or turned over to the DOE, at no additional cost to the DOE.

2. Procedures and tools that detect suspected abuse or intrusions to the network and set off alarms for those events that require immediate attention shall be provided for use by the DOE as well as for use by Contractor staff. The Contractor will provide information for a financial audit if requested by the DOE.

E. Physical Security

The Contractor must adequately secure its premises, equipment and communications channels using industry best practices for information security et al.

1. In the event of a security incident the Contractor must notify the DOE immediately upon discovery (not to exceed 30 minutes) via approved automated notification procedure.
2. The Contractor shall protect its facilities and equipment from access and entry by unauthorized persons. The DOE will physically secure DOE locations in which Contractor equipment has been installed.

F. Ongoing Security Improvements

The Contractor shall work with the DOE on an ongoing basis to certify and enhance the strength of security. A security plan shall describe planned enhancements to security of the network and shall be updated at least annually after contract award.

The Contractor will coordinate with the DOE to assess the severity of new or perceived threats and to take and coordinate countermeasures to assure the specified network availability in accordance with the security plan.

VIII. COMMITMENTS, STANDARDS, & COMPLIANCE

A. Conformance to Standards

Throughout this document, references are made to standards in place at the time this IFB was issued. The Contractor shall maintain and upgrade software and hardware to provide a service that complies with the latest versions of networking standards and software/hardware provided by the equipment manufacturer under this contract. These upgrades are required throughout the duration of the contract.

1. Because standards in the telecommunications industry are evolving, discussions shall be held between the successful Contractor and the DOE on an ongoing basis to assess the impact that any new standard has on the upgrade services provided by Contractor.
2. Should the DOE elect to implement any new feature provided by standard software or hardware upgrades, a mutually agreed on schedule shall be established for the implementation, which shall be made at no cost to the DOE. Where there is a conflict, North American standards shall supersede international standards for services to be provided. Exceptions shall be subject to the review and approval of the DOE.
3. DOE requires consistency of equipment installed for all sites serviced by the network.
4. The WAN upgrade must support 802.3 Ethernet connectivity between each site and the CDC without imposing protocol constraints or restrictions. Connections must transparently pass standard VLAN headers as described in IEEE 802.1Q and honor QoS or differentiated service tags (e.g., DiffServ.) In the event specific features are required to comply with this requirement, these must be specified and priced on the Offer forms, (Bidders attention is called to Appendix B. #4).

5. The DOE reserves the right to independently monitor network availability on an ongoing basis to ensure contracted availability commitments are met.

B. Technical Support

The Contractor must:

1. provide consultation services 24 hours/day, 365/366 days/year through e-mail and a toll free or local access phone line. This service will provide same day response to questions about support.
2. maintain its own 24x7 Network Operations Center (hereafter "NOC"). The NOC will have a toll-free telephone answered by a live person. The Contractor shall have the capability to actively and continuously monitor the network 7 X 24 X 365, which shall include but not be limited to circuit in-service, level of traffic, performance, congestion, etc. The Contractor shall provide the DOE with performance reports on a monthly basis broken out by circuit, island and location.
3. not assess additional charges for technical support, troubleshooting, or problem resolution.
4. provide a detailed description of how it will monitor the network and measure performance for adherence to the SLA.
5. provide an escalation list showing who will be available to be called and at what time intervals. The escalation list should rise to at least the Vice President level.

The DOE requires that bandwidth changes to a site be done remotely during a scheduled 2-hour maintenance window.

In order to avoid downtime and minimize time to restore service, the DOE requires the Contractor to respond to major failures such as power outages, fiber cuts, terrorist attacks, and natural disasters as follows:

1. All critical network nodes located in the network core, and at aggregation points such as central offices and head-ends shall be protected from commercial power outages by generators &/or battery-backup at a minimum of 8 hours of operation, without disruption to the proposed network.
2. Cable repair crews under the Contractor's direct supervision shall be deployed in the event of a fiber cut and during a natural or man-made disaster.
3. Contractor must either have its own fiber infrastructure, or have agreements that clearly establish complete control of the fiber infrastructure.

C. Network Design Documentation

Upon completion of each of the implementation phases, the Contractor must provide "as-built" documentation in printed and Microsoft Visio electronic format for each connected site which details and describes the entry facility and termination including a graphical representation of each connection to the Department CDC.

D. Training

The DOE must be effective in supporting the network for its users by having a thorough understanding of the network and its capabilities. The Contractor shall provide training to select DOE personnel during the installation phase and prior to cutover. The training shall be for a minimum of five days, shall be held onsite, and shall be structured such that DOE personnel will be able to support operations in the future. The training shall provide an overview of the WAN and simple diagnostics. Performance of such work shall not void any warranties or maintenance services. The Contractor shall provide a complete set of the manufacturers' reference manuals for installation and maintenance.

E. Single Point of Contact

The Contractor shall assign an Account Executive acceptable to DOE who will function as the single point of contact for all issues and represent DOE to the various departments that may exist within the Contractor's organization. The DOE reserves the right to reject any Account Executive; in that event, the Contractor shall furnish another Account Executive that is acceptable to the DOE.

The Account Executive shall be designated in addition to the Contractor's normal support and communications channels and shall have the authority to represent the Contractor on all vital issues, both technical and administrative (i.e. billing). The Account Executive must have sufficient authorization within the Contractor's organization to escalate issues for DOE throughout the Contractor's organization. This escalation includes the scheduling and interfacing with project management for meetings and communications requiring special handling as determined by DOE and between DOE and the Contractor's organization.

The DOE and the Contractor will maintain a current contact list and escalation procedures during the entire contract period. In addition to the Account Executive, DOE requires the company Vice President or Executive level to which the Account Executive department head or department director reports to be included in the escalation and contact list for DOE.

F. Warranty of Full Compliance with All Regulatory Requirements

The Contractor must provide full warranty of all hardware, software, and services provided as part of the DOE's WAN upgrade; the warranty shall assure compliance with all applicable local, county, state, national, and international regulations. Those include but are not limited to:

1. the National Fire Protection Association (NFPA) 101 Life Safety Code;
2. the National Electric Code (NEC);
3. the Hawaii Electrical Code;
4. the Williams-Steiger Occupational Safety and Health Act (OSHA) of 1970 (Public Law 91-596);
5. the American Concrete Institute (ACI);
6. the American National Standards Institute (ANSI);
7. the Institute of Electrical and Electronic Engineers (IEEE);
8. the Electronic Industry Association/Telecommunications Industry Association (EIA/TIA);
9. the Insulated Power Cable Engineers Association (IPCEA);
10. the National Board of Fire Underwriters (NBFU);
11. the National Bureau of Standards (NBS);
12. the National Electrical Manufacturers Association (NEMA);

13. the Underwriter's Laboratories, Inc. (UL);
14. FCC codes and regulations;
15. FCC license for radio transmitters and transceivers;
16. FCC permits for construction; and
17. BICSI.

In every event, the latest version of these regulations shall apply; in case of conflict between any of these codes, the most stringent shall apply.

The Contractor shall be responsible for the cost of compliance with the applicable codes and regulations. In addition, the Contractor shall be responsible for any legal liability the DOE incurs arising out of noncompliance with these codes and regulations and also shall be responsible for all legal fees and court costs reasonably incurred in defending charges of noncompliance.

G. FCC Certification

The Contractor shall assure that hardware supplied by the Contractor meets all applicable FCC certifications. Improper, falsely claimed or expired FCC Certifications shall be grounds for termination.

H. Site Preparation

The Contractor is responsible for the installation of WAN connection and Service Delivery Point (SDP) into each DOE site and the CDC Delivery Point (DCDP) into the DOE CDC. The DOE will provide conduit from the edge of the DOE site property to the SDP and DCDP locations and/or between the demark and SDP / DCDP, and will perform any building penetration and construction required for installation of this conduit. The Contractor will be responsible for providing and installing inner duct and cable, as needed, to provide service to the SDP and DCDP locations. In most cases DOE, requires the SDP or DCDP to be located where the Site WAN Equipment is installed, typically the Main Distribution Frame (MDF) or Equipment room of the facility. Regardless of the demark location, the Contractor must provide all inner duct, cabling, and labor to install or otherwise extend the Connection to the location specified by DOE at no additional cost.

No representation is made by the DOE with regard to facility conditions. It is the responsibility of the Contractor to familiarize itself with the conditions of locations listed in Appendix A. Any sites physical information set forth in Appendix A is approximate, based on site observation and is for information only.

The Contractor shall be responsible for the provision, installation and configuration of any terminating electronics (network interface device) required. The DOE will be provided an Ethernet port for the WAN connection at each site. The Contractor must provide the patch cord to connect their service to the DOE Site WAN Equipment. DOE will provide AC power (110v ac) for the network interface device.

SPECIAL CONDITIONS

GENERAL INFORMATION

1. Addenda and Interpretations

Discrepancies, omissions, or questions related to this solicitation shall be communicated in writing to the DOE via facsimile at (808) 675-0133 or e-mail to Connie.Chun@notes.k12.hi.us for interpretation and must be received no later than **December 17, 2009**.

Interpretation(s) if any and any supplemental instructions will be in the form of written addenda that will be made available to all prospective and pre-registered Bidders prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addenda or interpretations shall not relieve the Bidder of any obligation under this solicitation. All addenda issued shall be incorporated into the resulting contract.

2. Scope

The upgrade of Wide Area Network Services for the DOE shall be in accordance with the Specifications, these Special Conditions, and the General Conditions.

3. Contract Administrator

For purposes of this contract, Les Miyamoto, Director of Network Support Services Branch or his successor is designated Contract Administrator (CA). He can be contacted by telephone at 808-377-7701, via facsimile at 877-377-7705, or via email at Les_Miyamoto@notes.k12.hi.us.

The CA is responsible for:

- a. the terms, conditions, quantities, specifications, scope of services, other contract terms, and all decisions relating to the contract;
- b. monitoring the Contractor's work, documenting that Contractor maintains the required insurance coverage (if applicable), resolving contract disputes and discrepancies, evaluating the work of the Contractor, assuring the services or goods are delivered as required in the contract, and processing payment for services rendered; and
- c. notifying PCB in the event of change in scope of work, change in the performance period, increase or decrease in total compensation, and/or changes in any other contract terms.

The CA has designated David Sugiyama as Point-of-Contact (POC) for this contract. The POC should be the initial contact on all matters related to this contract. He can be contacted by telephone at 808-377-7701, via facsimile at 877-377-7705, or via email at David_Sugiyama@notes.k12.hi.us.

Notwithstanding the responsibilities set forth hereinabove, any coordination of services falling outside those articulated above shall remain with the head of the purchasing agency, as set forth in the attached General Conditions (see General Conditions, paragraph 1, entitled "Coordination of Services by the STATE").

4. Contract Term

Work under this contract shall commence on July 1, 2010 or upon issuance of a Notice to Proceed, whichever occurs later, and shall be completed by June 30, 2011, subject to availability of funds as specified in the General Conditions.

Beyond June 30, 2011, this contract may be extended for not more than four (4) additional one (1)-year periods upon mutual written agreement of the parties, prior to expiration. As each option(s) to extend is mutually agreed upon, the Contractor shall be required to execute a supplement to the contract for each additional period. The contract price for the extended period shall remain the same or lower than the initial contract price.

5. Purchases through the *E-RATE* Discount Program

Execution of contract(s) between the DOE and successful bidder(s) shall be contingent upon approval of the E-Rate discount applications. Thereafter, the selected Contractor(s) shall participate in the *E-Rate Discount Program* under the Universal Service Fund Section of the Telecommunications Act of 1996. In the event the E-Rate applications are not approved, the contract(s) for upgrade of the DOE's WAN will not be executed fully, or the contract(s) will not be executed at all. However, the DOE reserves the right to execute portion(s) of the contract(s) based on reduced scope of work; or execute the contract(s) using other source(s) of funds.

The scope of work is described in the SPECIFICATIONS. The final scope of said installations may be modified from the original specifications, subject to the proposed cost of the installation and availability of funding from the school(s) as well as from the Universal Service Fund. The DOE reserves the right to add or delete sites and/or buildings to be included in the project, again subject to fund availability.

It shall be the Contractor's responsibility to directly invoice the Schools and Libraries Division (SLD) of Universal Services Administrative Corporation (USAC) for the E-Rate discounted amount of the contract. The contractor shall file the SLD Form 474, "Contractor Invoice" form to invoice the SLD for the discounted amount of the contract. Schools will pay only for its share (non-discounted portion) of the contract amount.

E-Rate

The DOE anticipates that some or all of the Services provided by the Contractor may be eligible for certain "E-Rate" discounts made available on a program year basis pursuant to Orders issued by the Federal Communications Commission ("FCC") in connection with the Universal Service Order. The DOE intends to apply to the Schools and Libraries Division ("SLD") of the Universal Service Administration Company ("USAC") for discounts on the eligible services in this contract on an annual basis. If the DOE has made a good faith effort to obtain and does not receive a Funding Commitment Decision Letter from the SLD for the next program year or the SLD has ruled that the DOE has not fully complied with all requirements of the program, the DOE at its sole option, may cancel this agreement at the beginning of the next program year with no termination liability.

- a. All work and contracts issued under this agreement are based on the successful receipt of funding from the SLD for the E-Rate program and final approval from the Superintendent of DOE. The DOE reserves the right to void the contract at any time, including following funding by the SLD, with no termination liability.
- b. The Contractor shall invoice the DOE for the amounts due under this agreement, less the E-Rate discount for any services which the SLD has deemed eligible for such discount. All other services shall be invoiced to the DOE at the full bid prices. Billing and payment terms for discounted and non-discounted amounts due shall be as set forth in the contract and as this information is made available to DOE and the Contractor by the SLD. The Contractor shall invoice the SLD directly for the E-Rate share of the costs.
- c. Contractor invoices shall separate ineligible E-Rate services and equipment from eligible E-Rate services and equipment. Start and completion dates for each eligible E-Rate service shall be included on each invoice.

6. Significant Dates and Deliverables

December 10, 2009	Release of Invitation for Bid
December 17, 2009	Vendors questions due
On or about December 28, 2009	Questions answered and/or Addenda posted, if required
January 8, 2010	Bids due at the DOE, Procurement & Contracts Branch
On or before January 22, 2010	DOE to complete evaluation of bids submitted
On or about February 5, 2010	Award of contract(s) to low bidder(s)
After July 1, 2010	Issuance of Notice(s) to Proceed pending E-Rate Approval
After July 1, 2010	E-Rate Approval Decision

7. Site Visitation

Bidders are solely responsible for determining the exact distances for the WAN and shall design the system accordingly.

BIDDER INFORMATION

8. Bidder's Authority to Bid

The DOE will not participate in determinations regarding a bidder's authority to sell a product or perform a service. If there are any questions or doubts regarding a bidder's right or ability to obtain and sell a product or to render a service, the bidder should resolve those issues prior to submitting a bid. If the bidder's offer meets specifications and is acceptable and the bid price submitted in the lowest bid, the contract will be awarded to that bidder.

9. Bidder Qualification

In addition to meeting legal and any other requirements of this solicitation, Bidder must meet these qualifications to be considered for award:

- a. The Federal Communications Commission (FCC) has determined that in order to provide Telecommunications Services that qualify for Priority One funding, the Contractor must provide such services on a common carriage basis (i.e., such services must be generally available to the public for a fee). At the time of bidding, Bidder must therefore be certified by the Hawaii Public Utilities Commission (hereafter "PUC") as a common carrier. In the event the Bidder is not a certified common carrier in Hawaii, Bidder must include evidence that it has received approval from the SLD for Priority One funding within the past two years for services within the State of Hawaii that are substantially similar to those being proposed. Bidder shall provide proof of compliance with this requirement.
- b. At the time of bidding, Bidder must be an eligible telecommunications provider under the Telecommunications Act of 1996, have a valid SPIN number, and a valid FCC form 473 with the FCC Schools and Libraries Division (SLD), since all of the cost of the digital WAN service is anticipated to be eligible for reimbursement from the federal E-Rate program. The permissible uses of data lines obtained from telecommunications providers and those obtained as part of Internet access are treated differently under the E-Rate rules administered by the Schools and Libraries Division of the Universal Service Administrative Company. Bidders should refer to:

<http://www.sl.universalservice.org/reference/wan.asp>

for a description of the limitations of eligible services from non-telecommunications providers.

As proof of compliance with this requirement, Bidder shall provide its E-Rate SPIN number on the appropriate Offer page.

- c. At the time of bidding, Bidder must be a facilities-based carrier (with facilities in the State of Hawaii), authorized to provision telecommunications services by the Hawaii PUC and/or the Department of Commerce & Consumer Affairs. Bidder shall provide proof of compliance with this requirement.
- d. At the time of bidding, Bidder shall have at least five (5) years of experience in engineering, designing and installation of wide-area telecommunication network systems, preferably in a K-12 environment. Bidder shall provide documentation to verify such experience.
- e. At the time of bidding, Bidder must have a permanent office located in the State of Hawaii. Bidder shall furnish his address, telephone number(s), contact person, and hours of operation on the appropriate Offer form. Bidder must also maintain a 24x7 Network Operations Center (NOC) of its own. The Contractor's NOC will have a toll-free telephone answered by a live person.
- f. At the time of bidding, bidder must possess all applicable required licenses necessary to perform work specified, including but not limited to the following Contractors' licenses: C-13 and C-15. This requirement shall also extend to subcontractors, if any. Bidder shall furnish on the appropriate Offer page Bidder's license number(s), description(s) of the license, and brief description(s) of the type of work the Bidder intends to perform if awarded a contract.
- g. At the time of bidding, the Bidder must be authorized by primary provider(s) to sell, install and maintain proposed goods and services. Bidder shall provide documentation to verify such authorization.
- h. The Bidder shall provide a current Dunn & Bradstreet Business Financial report upon request by the DOE.
- i. The Bidder must have a current Business Continuity and Disaster Recovery plan(s) that covers Bidder's operations. Bidder shall provide the plan upon request by the DOE.

Failure to comply with each requirement listed above may result in rejection of bid.

10. Responsibility of Bidders

Bidder is advised that if awarded a contract under this solicitation, Bidder must furnish proof of compliance with the requirements of §103D-310(c), HRS as a pre-requisite to receiving a contract:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. Chapter 103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

Bidder should refer to the "Award of Contract" provision for further information regarding the above-mentioned requirements

BID PREPARATION

11. Offer Page OF-1

Bidder is requested to submit the bid under the company's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable, and to indicate exact legal name in the appropriate space on Offer Page OF-1. Failure to do so may delay proper execution of the contract.

The authorized signature on the Offer Page OF-1 shall be an original signature in ink. If unsigned or if the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Bidder's intent to be bound.

12. Taxable Transaction

Unless the HRS exempts a person from paying the applicable general excise tax, work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS and Chapter 238, HRS, where applicable. Both out-of-state and Hawaii-based companies are advised that the gross receipts derived from this contract are subject to the general excise tax imposed by Chapter 237, HRS, at the current rate and, where applicable, to tangible property imported into the State of Hawaii for resale, subject to the applicable use tax imposed by Chapter 238, HRS.

The "State of Hawaii Information on Hawaii State Taxes Administered by the Department of Taxation," Publication-1 (Revised 2005) is included herein by reference and available online at <http://www.state.hi.us/tax/pubs/pub1.pdf>.

13. Tax Exempt Transaction

If, however, a Bidder is a person exempt by the HRS from paying the general excise tax and therefore not liable for the taxes on this solicitation, Bidder shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

For evaluation purposes, pursuant to §103D-1008, HRS, a tax-exempt bid submitted in response to a solicitation shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

14. Bid Price

Bid prices shall include all services, labor, materials, equipment, freight charges, overhead, profit, all applicable taxes, any reimbursement costs, and any other incidental and operational expenses incurred to provide services specified. Total bid price shall be the all-inclusive cost to the DOE and no other charges will be honored.

Bidder shall prepare and submit the bid using the attached offer form prepared in Excel workbooks.

15. Project Director

Bidder shall designate on the appropriate Offer page a Project Director who will maintain close and frequent communications with the DOE's CA. This Project Director shall be experienced and technically qualified in the type of work and shall be directly responsible for the prosecution of the work under the contract unless otherwise directed by the DOE's CA. In order to maintain continuity of effort and control, every effort should be made by all parties to retain the same liaison during the term of the contract.

16. Client References

Bidder shall provide the names, addresses, telephone numbers, and contact persons of three (3) companies to whom bidder has provided services similar to those requested in this IFB. All work for these referenced companies must have been performed within the past five (5) years, preferably in the State of Hawaii. The DOE reserves the right to contact any of the listed companies to inquire about the bidder's performance on these projects. The DOE also reserves the right to not award a contract to any bidder with undesirable references and whose performance on previous projects has been unsatisfactory.

17. Wage Certificate

Bidder shall complete and submit a Wage Certificate by which the Bidder certifies that services required will be performed pursuant to §103-55, HRS. Bidder shall refer to the Wage Certificate clause for additional information regarding this requirement.

Accordingly, bidder should consider the public sector wage rates and/or benefits when preparing this bid.

18. Liability Insurance

Work included under this agreement requires the provision of liability and property damage insurance, to remain in full force and effect during the life of this contract. Bidder shall refer to Liability Insurance clause for additional information regarding this requirement.

Accordingly, bidder should consider these insurance requirements when preparing this bid. Bidder shall provide insurance information as requested on the appropriate Offer page.

19. Submission of Bid

All bids shall be submitted in a sealed envelope identified with the IFB number, and the name and address of the bidder.

Bids shall be received at the DOE, Procurement & Contracts Branch, 94-275 Mokuola Street, Room 200, Waipahu, Hawaii 96797, no later than the date and time stated on the cover page of the IFB. Timely receipt of offers shall be evidenced by the date and time registered by PCB's time stamp clock. Bids received after the deadline shall be returned unopened.

Submission of a bid shall constitute an incontrovertible representation by the bidder of compliance with every requirement of this IFB, and that the IFB documents are sufficient in scope and detail to indicate and convey reasonable understanding of all terms and conditions of performance of the work.

Before submitting a proposal, each bidder must:

1. examine the solicitation documents thoroughly for defects and questionable or objectionable material. Solicitation documents include this IFB, any attachments, plans referred to herein, and any other relevant documentation. Comments must be submitted in writing and received by the DOE, PCB by December 17, 2009. This will allow for issuance of addenda, if necessary, and also prevents against the opening of defective offers.
2. become familiar with State, local, and federal laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work.

Bidder shall submit offer using the exact forms or reproductions of such forms as provided and as otherwise instructed by this IFB. Faxed or electronically submitted offers will not be accepted or acknowledged and will be automatically rejected.

The specifications, Special Conditions, General Conditions, and other documents referenced in or attached to the offer shall be considered a part of the offer submitted, whether or not attached to the offer at the time of submission. Such documents shall not be altered in any way; any alterations so made by the bidder may result in rejection of the offer.

An offer that contains any omission, erasure, addition not called for, conditional offer, or irregularity of any kind may be rejected. Corrections, if necessary, shall be made by lining out the materials to be corrected and by inserting the correction as close to the line-out as possible. Every such correction must be initialed by the person who signed the offer.

Bidder shall submit his signed offer in a sealed envelope. The envelope shall be clearly identified with the company's name and address on the upper left corner and the IFB number and due date on the lower left corner.

Bids will be received only until the hour and date set for the opening. Whether or not offers are opened exactly at the established deadline, none will be received after that time. Unless otherwise stated, bidder shall submit only one (1) offer. If more than one offer is submitted, all offers from that Bidder shall be rejected for that item.

20. Confidential Information

If a Bidder believes that any portion of his proposal contains information that should be withheld as confidential, then the Procurement and Contracts Branch shall be so advised in writing. Bidder shall request in writing nondisclosure of designated trade secrets or other proprietary data to be confidential. Such data shall accompany the bid, be clearly marked, and shall be readily separable from the bid in order to facilitate eventual public inspection of the non-confidential portion of the bid.

Pursuant to Section 3-122-58, Hawaii Administrative Rules (HAR), the head of the purchasing agency or designee shall consult with the Attorney General and make a written determination in accordance with Chapter 92F, Hawaii Revised Statutes (HRS). If the request for confidentiality is denied, such information shall be disclosed as public information, unless the person appeals the denial to the Office of Information Practices in accordance with Section 92F-42(12), HRS.

21. Certification of Independent Cost Determination

By submitting a bid in response to this solicitation, bidder certifies as follows:

1. The costs in this IFB have been arrived at independently, without consultation, communication, or agreement with any other bidder, as to any matter relating to such costs for the purpose of restricting competition.
2. Unless otherwise required by law, the costs which have been quoted in this IFB have not been knowingly disclosed by the bidder prior to award, directly or indirectly, to any other bidder or competitor prior to the award of the contract.
3. No other attempt has been made or will be made by the bidder to indicate any other person or firm to submit or not to submit for the purpose of restricting competition.

BID EVALUATION

22. Disqualification of Offers

Any one or more of the following causes will be considered as sufficient for disqualification of the offer:

- a. Offer not signed by an authorized individual.
- b. More than one offer from an individual, firm, corporation or joint venture under the same or

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- different names.
- c. Evidence of collusion among bidders or prices obviously unbalanced, lack of responsibility and cooperation as shown by past work, being in arrears on existing contracts with the State of Hawaii, or defaulting on previous contract(s).
- d. Lack of proper equipment and/or sufficient experience to deliver the service required.
- e. Non-compliance with Bid Submission requirements.
- f. Offer received after specified deadline for opening of offers.
- g. Evidence of any noncompliance with any applicable law, any unauthorized additions or deletions, of submission of conditional offer, incomplete offer, or irregularities of any kind which may make the offer incomplete, indefinite, or ambiguous as to its meaning.

23. Method of Award

Award, if any, shall be made on a Group basis to the responsive and responsible bidder submitting the lowest **Total Sum Bid Price** for each Group. Bidder must bid on all items within a group to qualify for Group award. **Further, Bidder must bid on Group A in order to qualify for award of Group B.**

In the event funding is not available, the DOE reserves the right to increase or decrease the quantity of any item or to delete any item to be within available funds.

24. Protest

Pursuant to §103D-701, HRS and §126, HAR, "Legal and Contractual Remedies", an actual or prospective offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. Any protest shall be submitted in writing to the DOE's Chief Procurement Officer, c/o the Procurement Office at the above address.

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract.

CONTRACT EXECUTION

25. Contract Award

Contractor receiving award(s) of \$25,000 or more shall be required to enter into a formal written contract. Performance bonds are required for this IFB. Upon full execution of the contract, the DOE will issue a fully executed copy to the Contractor. No work will be undertaken by the Contractor prior to the commencement date specified on the contract. The DOE is not liable for any work, contract costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to official starting date.

26. Responsibility of Contractor

Contractor shall furnish proof of compliance with these requirements of §3-122-112, HAR:

- Chapter 237, tax clearance;
- Chapter 383, unemployment insurance;
- Chapter 386, workers' compensation;
- Chapter 392, temporary disability insurance;
- Chapter 393, prepaid health care; and
- One of the following:

1. Be registered and incorporated or organized under the laws of the State of Hawaii (hereinafter referred to as a "Hawaii business"); or
2. Be registered to do business in the State of Hawaii (hereinafter referred to as a "compliant non-Hawaii business").

The following documents shall be submitted to the DOE, PCB as proof of compliance with the above-referenced requirements. Each certificate must be valid for six (6) months from the most recent approval date.

1. DOTAX Tax Clearance Certificate
 - instructions: <http://www.hawaii.gov/tax/2005/a6ins.pdf>
 - form: <http://www.hawaii.gov/tax/2005/a6.pdf>;
2. DLIR Certificate of Compliance (regarding Unemployment Insurance, Workers' Compensation, Temporary Disability Insurance, and Prepaid Health Care);
 - instructions & form: <http://hawaii.gov/labor/forms/forms/DCD-LIR27.pdf>
3. DCCA Certificate of Good Standing (sole proprietorships are not required to register with the DCCA and are therefore not required to submit this certificate)
 - <http://www.ehawaii.gov/dcca/cogs/exe/cog.cgi>

27. Hawaii Compliance Express.

Alternately, instead of separately obtaining these certificates from each of the respective State departments, Contractors may choose to obtain a Certificate of Vendor Compliance through the Hawaii Compliance Express (HCE). This service allows Contractors to register online through a simple wizard interface at <http://vendors.ehawaii.gov/hce/splash/welcome.html>. The Certificate of Vendor Compliance provides current compliance status as of the issuance date, satisfies requirements of Chapter 103D-310(c), HRS, and is therefore acceptable for contracting purposes. Contractors that elect to use HCE services are required to pay an annual fee of \$15.00 to the Hawaii Information Consortium, LLC (HIC).

28. Timely Submission of All Certificates

The above certificates shall be applied for and submitted to the DOE, PCB as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

29. Failure to Execute Contract

Failure to execute a contract as required within ten (10) calendar days or such further time as the Superintendent may allow after the bidder has received the contract for full execution shall be just cause for the annulment of the award. The Superintendent may award the contract to the next lowest responsible bidder or may call for other offers, whichever is deemed to be in the best interest of the DOE.

30. Commencement of Work

Work will commence on the official commencement date specified on the Notice to Proceed, but no earlier than July 1, 2010.

No work will be undertaken by the Contractor prior to the official commencement date on the Notice to Proceed. The DOE is not liable for any work, contract, costs, expenses, loss of profits, or any damage whatsoever incurred by the Contractor prior to the contract commencement date.

31. Lack of Funds

Pursuant to Section 103D-309, HRS, except in certain instances, no contract entered into between the DOE and the Contractor shall be binding or of any force unless the Superintendent certifies that there is an available unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the amount required by the contract.

In the event funding is not available, the DOE reserves the right to increase or decrease the quantity of any item or to delete any item to be within available funds.

If the contract calls for performance or payment in more than one fiscal year (July 1 to June 30), the Superintendent may certify only that portion of the total funds allocated to satisfy the DOE's obligations for payments in the current fiscal year. In that event, the DOE will not be liable for the unpaid balance beyond the end of the current fiscal year, and availability of funds in excess of the amount certified shall be contingent upon future appropriations or special fund revenues. All partially-funded contracts shall be enforceable only to the extent that funds are certified as available. The DOE agrees to notify the Contractor of such non-allocation at the earliest possible time. The DOE shall not be penalized in the event this provision is exercised. This provision is not meant to permit the DOE to terminate the contract in order to acquire similar service from a third party.

32. Wage Certificate

Section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Contractor is advised that in the event of an increase in wage rates to public employees performing similar work during the contract period, employees shall be paid wages no less than those increased wages.

Contractor is obliged to notify its employees performing work under this contract of the provisions of Section 103-55, HRS, and of the current wage rate for public employees performing similar work. Contractor may meet this obligation by posting a notice to this effect in the Contractor's place of business in an area accessible to all employees, or Contractor may include such notice with each paycheck or pay envelope furnished to the employee.

33. Liability Insurance

The Contractor shall, at its own expense, secure and maintain liability and property damage insurance throughout the term of the contract. This insurance shall protect the Contractor and his subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by himself or by a subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, Contractor may require subcontractor to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy(ies) are in addition to the Contractor's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its subcontractor(s) where appropriate:

- Commercial General Liability: The commercial general liability insurance covering all operations by or on behalf of the Contractor on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Such insurance shall have these minimum limits and coverage:

- \$1,000,000 each occurrence;
- \$1,000,000 general aggregate on a "per project" basis

- Commercial Automobile Liability: Such insurance shall have a minimum limits and coverage of not less than \$1,000,000 per accident.

Each insurance policy required by this contract, including a subcontractor's policy, shall contain the following clauses:

- 1) "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Education, PCB, 94-275 Mokuola Street, Room 200, Waipahu, Hawaii 96797."
- 2) "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
- 3) "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including extensions of the term. Each insurance policy shall be written by 1) an insurance company licensed to do business in the State of Hawaii, or 2) if not licensed by the State of Hawaii, an insurance company which meets section 431:8-301 Hawaii Revised Statutes.

Prior to execution of the contract, the Contractor agrees to furnish the DOE certificate(s) of insurance necessary to satisfy the DOE that the insurance requirements of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the DOE during the entire term of this contract, including those of its subcontractor(s), where appropriate. Contractor shall furnish complete certified copies of Contractor's and any subcontractor's policies to the DOE within ten (10) working days of request by the DOE.

Failure to secure and maintain the required insurance in accordance with this section shall be regarded as material default under this Contract entitling the DOE to exercise any or all remedies provided by law. This may include reimbursing the State of Hawaii for funds should the State be forced to expend funds that would have been covered by the Contractor's insurance.

All insurance described herein shall be primary and cover the insured for all work to be preformed under the contract and all incidental work preformed or directly/indirectly connected.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy(ies) of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

PERFORMANCE OF CONTRACT

34. Authority of the DOE

The DOE shall decide all questions which may arise as to the service provided, as to the manner of such performance, as to the interpretation of any term, condition or provision, as to the applicability and interpretation of any law, rule or regulation, policies and procedures, as to compensation, or additional reason to service, and as to any other matter which may arise under the Contract. The decision of the DOE in such matters shall be final provided that decision is not in violation of law and not arbitrary, capricious or characterized by abuse of discretion.

35. Quality

Services to be provided under this contract shall be of the highest quality and shall be rendered with the highest degree of reliability and availability. The Contractor shall offer the performance level and service level agreement as specified in the Performance Requirement section of MINIMUM SPECIFICATIONS.

The DOE shall notify the Contractor in writing of any deficiencies that may occur during the contract period. Contractor shall provide immediate response and remedy and shall fulfill all of its obligations under this contract.

If the problem(s) persist and services remain unsatisfactory, the DOE reserves the right to seek further remedy, including termination of the contract.

36. Prosecution of Work

The Contractor shall begin work on the project upon receipt of fully executed contract and Notice to Proceed. Prior to commencement of work, Contractor shall submit to the DOE's Officer-in-Charge for the project an installation schedule. Any rescheduling, if necessary, and change in planned project completion date shall be negotiated, agreed and finalized at this time.

The Contractor shall be available during the DOE's normal office hours to discuss the progress of the work being performed. All questions raised during the course of the work shall be promptly addressed to the Officer-in-Charge.

37. Evaluation of Contractor's Work

It is expressly understood and agreed that the Contractor is an independent company with the authority to control and direct the performance and details of the work and services described herein. The DOE's Officer-in-Charge, however, reserves the right to evaluate the overall work of the Contractor throughout the contract period and to require the Contractor to implement suggestions and/or recommendations as a result of the DOE's review and evaluation of Contractor's submittals.

The Contractor shall complete the work within the time limits specified herein. The time specified herein is the maximum time allowed. The Contractor, however, may complete any work at an earlier date, contingent upon approval by the DOE.

38. Re-execution of Work

Contractor shall re-execute any work that fails to conform to the requirements of the contract and shall immediately remedy any defects due to faulty workmanship by the Contractor.

39. Extension of Contract

Contractor shall complete work within the time allowed by the contract. However, Contractor will not be held responsible for delays due to reasons beyond his control, provided he submits written notification with justification of such delays prior to completion date. This notification shall be submitted to the Procurement & Contracts Branch and shall detail the reasons for the delay and shall include appropriate documentation. No contract extension will be considered without proper documentation.

40. Continuity of Services

The Contractor recognizes that the services under this contract are vital to the Department and must be continued without interruption, and that upon contract expiration or at any time DOE terminates or users relocate services, a successor Contractor may continue them. The Contractor agrees to coordinate cutover and coordinate the orderly transition to new Contractor services such that the level and quality of service are not degraded, and to exercise its best efforts and cooperation to effect an orderly and efficient

transition to a successor.

- a. The Contractor shall, upon the CA's written notice, do the following:
 - Furnish phase-in, phase-out services for up to 180 days after this contract expires; and
 - Negotiate in good faith a plan with a successor(s) for determining the nature and extent of phase-in and phase-out services required. This plan shall specify interconnection and transition procedures enabling the services to be provided to the DOE at the levels and quality required by this contract.
- b. The price of services for any extension shall not exceed the prices in effect under the contract on the date of extension.

PAYMENT

41. Invoicing

The Contractor shall submit original and one copy of the invoice to the DOE at the following address:

Department of Education
Network Support Service Branch
4680 Kalanianaʻole Highway, Room J-1
Honolulu, Hawaii 96821

Invoice(s) shall reference the bid and contract numbers.

All charges for WAN services must be provided on a per site basis and billed monthly. No charges for the delivery of the WAN service will be made to DOE prior to July 1, 2010.

The Contractor will provide billing statements to DOE that clearly indicates the location of the installed circuit Connection. The billing system shall allow for DOE to provide a unique text field identifier that can be associated with all charges for a single identified connection. At DOE's request, concurrent with paper billing statements and at no additional charge to the DOE, the Contractor shall provide complete, detailed billing information in electronic form.

42. Payment

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. For this reason, the DOE may reject any bid submitted with a condition requiring payment within a shorter period. Further, the DOE may reject any bid submitted with a condition requiring interest payments greater than that allowed by §103-10, HRS, as amended.

The DOE will not recognize any requirement established by the Contractor and communicated to the DOE after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

The **final payment** on the contract shall be for services rendered during the billing period just prior to the contract anniversary date.

The following shall accompany the final payment invoice:

- A valid (not over 2 months old) and **original** Tax Clearance Certificate (TCC) must accompany the final payment invoice. In accordance with Section 103-53, HRS, all Contractors must provide a TCC from the State of Hawaii Department of Taxation and the U.S. Internal Revenue Service

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- as a prerequisite to receipt of final payment.
- The attached Certification of Compliance for Final Payment (DOE Form-22) with an original signature of an authorized representative of the Contractor.
- In lieu of the above, Contractor may submit an original Certificate of Vendor Compliance as issued by the State Procurement Office via an online system, also referred to as "Hawaii Compliance Express". Details regarding this online application process can be viewed at: <http://vendors.ehawaii.gov/hce/>.

APPROVALS

43. State's General Conditions

Nothing in the Special Conditions shall supersede the General Conditions attached hereto. The Special Conditions shall serve to supplement the General Conditions, except where a conflict exists between the General Conditions and Special Conditions, in which case the Special Conditions shall apply.

44. Approvals

Any agreement arising out of this offer may be subject to the approval of the Department of the Attorney General as to form, and is subject to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

APPENDIX A: Department of Education Site Locations

Island	Site	Address	Phone	Grades
Hawaii	DeSilva El	278 Ainako Avenue Hilo, HI 96720	(808) 974-4855	K-6
Hawaii	Haaheo El	121 Haaheo Road Hilo, HI 96720	(808) 974-4111	K-6
Hawaii	Hilo District Office	75 Aupuni St. 2nd Fl, Rm 203, Hilo, HI 96720	(808) 974-6612	
Hawaii	Hilo Annex C	450-C Waianuenue Avenue Hilo, HI 96720	(808) 974-4100	
Hawaii	Hilo High	556 Waianuenue Avenue Hilo, HI 96720	(808) 974-4021	
Hawaii	Hilo Int	587 Waianuenue Avenue Hilo, HI 96720	(808) 974-4955	
Hawaii	Hilo Union El	506 Waianuenue Avenue Hilo, HI 96720	(808) 933-0900	K-6
Hawaii	Holualoa El	76-5957 Mamalahoa Highway Holualoa, HI 96725	(808) 322-4800	K-5
Hawaii	Honaunau El	83-5360 Mamalahoa Highway Captain Cook, HI 96704	(808) 328-2727	PreK-5
Hawaii	Honokaa El	45-534 Pakalana St Honokaa, HI 96727	(808) 775-8820	K-6
Hawaii	Honokaa High & Int	45-527 Pakalana Street Honokaa, HI 96727	(808) 775-8800	
Hawaii	Hookena El	86-4355 Mamalahoa Highway Captain Cook, HI 96704	(808) 328-2710	K-5
Hawaii	Kahakai El	76-147 Royal Poinciana Drive Kailua-Kona, HI 96740	(808) 327-4313	K-5
Hawaii	Kalaniana'ole El & Int	27-330 Old Mamalahoa Highway Papaikou, HI 96781	(808) 964-9700	K-8
Hawaii	Kanu o ka Aina NCPCS	65-1170 Opelo Road Kamuela, HI 96743	(808) 887-8144	K-12
Hawaii	Kapiolani El	966 Kilauea Avenue Hilo, HI 96720	(808) 974-4160	K-6
Hawaii	Kau High & Pahala El	96-3150 Pikake Street Pahala, HI 96777	(808) 928-2088	K-12
Hawaii	Kaumana El	1710 Kaumana Drive Hilo, HI 96720	(808) 974-4190	K-6
Hawaii	Keaau El	16-680 Keaau-Pahoa Road Kea'au, HI 96749	(808) 982-4210	K-5
Hawaii	Keaau High	16-725 Keaau-Pahoa Road Kea'au, HI 96749	(808) 982-4220	
Hawaii	Keaau Middle	16-565 Keaau-Pahoa Road Kea'au, HI 96749	(808) 982-4200	
Hawaii	Kealakehe El	74-5118 Kealakaa Kailua-Kona, HI 96740	(808) 327-4308	K-5
Hawaii	Kealakehe High	74-5000 Puohuluhuli Street Kailua-Kona, HI 96740	(808) 327-4300	
Hawaii	Kealakehe Int	74-5062 Onipa'a Street Kailua-Kona, HI 96740	(808) 327-4314	
Hawaii	Keaukaha El	240 Desha Avenue Hilo, HI 96720	(808) 974-4181	K-6
Hawaii	Keonepoko El	15-890 Kahakai Blvd. Pahoa, HI 96778	(808) 965-2131	K-6
Hawaii	Kohala El	PO Box 819 Kapaau, HI 96755	(808) 889-7100	K-5
Hawaii	Kohala High	54-3611 Akoni Pule Highway Kapaau, HI 96755	(808) 889-7117	
Hawaii	Kohala Middle	PO Box 777 Kapaau, HI 96755	(808) 889-7119	
Hawaii	Kona ITC	74-5062 Onipaa St. P12, Kailua-Kona, HI 96740	(808) 327-4666	
Hawaii	Konawaena El	81-901 Onouli Road Kealahou, HI 96750	(808) 323-4555	K-5
Hawaii	Konawaena High	81-1043 Konawaena School Road Kealahou, HI 96750	(808) 323-4500	
Hawaii	Konawaena Middle	81-1045 Konawaena School Road Kealahou, HI 96750	(808) 323-4566	
Hawaii	Konawanena Immersion Charter	811043 Konawaena Sch Rd., Kealahou, HI 96750	(808) 323-1900	
Hawaii	Laupahoehoe High & El	PO Box 189 Laupahoehoe, HI 96764	(808) 962-2200	K-12
Hawaii	Mountain View El	PO Box 9 Mountain View, HI 96771	(808) 968-2300	K-5
Hawaii	Naalehu El & Int	95-5547 Mamalahoa Hwy Naalehu, HI 96772	(808) 939-2413	K-7
Hawaii	Paauilo El & Int	PO Box 329 Paauilo, HI 96776	(808) 776-7710	K-9
Hawaii	Pahoa El	15-3030 Puna Road Pahoa, HI 96778	(808) 965-2141	K-6

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Hawaii	Pahoa High & Int	15-3038 Puna Road Pahoa, HI 96778	(808) 965-2150	
Hawaii	Waiakea El	180 W. Puainako Street Hilo, HI 96720	(808) 981-7215	K-5
Hawaii	Waiakea High	155 W. Kawili Street Hilo, HI 96720	(808) 974-4888	
Hawaii	Waiakea Int	200 W. Puainako Street Hilo, HI 96720	(808) 981-7231	
Hawaii	Waiakeawaena El	2420 Kilauea Avenue Hilo, HI 96720	(808) 981-7200	K-5
Hawaii	Waikoloa El & Middle	68-1730 Ho'oko Street Waikoloa, HI 96738	(808) 883-6808	K-8
Hawaii	Waimea El & Middle PCCS	67-1229 Mamalahoa Highway Kamuela, HI 96743	(808) 887-7636	K-5
Hawaii	West Hawaii District Office	74-140 Hualalai Rd, Kailua-Kona, HI 96740	(808) 327-4991	
Kauai	Eleele El	PO Box 38 Eleele, HI 96705	(808) 335-2111	K-5
Kauai	Hanalei El	5-5415 Kuhio Highway Hanalei, HI 96714	(808) 826-4300	K-6
Kauai	Kalaheo El	4400 Maka Road Kalaheo, HI 96741	(808) 332-6801	K-5
Kauai	Kamakahahei Middle	4431 Nuhou Street Lihue, HI 96766	(808) 241-3200	
Kauai	Kapaa El	4886 Kawaihau Road Kapaa, HI 96746	(808) 821-4424	K-5
Kauai	Kapaa High	4695 Mailihuna Road Kapaa, HI 96746	(808) 821-4400	
Kauai	Kapaa Middle	4867 Oloheua Road Kapaa, HI 96746	(808) 821-4460	
Kauai	Kauai Adult School	3607A Lala Road, P-12 Lihue, HI 96766	(808) 274-3390	
Kauai	Kauai District Office	3060 Eiwa Street, Lihue HI 96766	(808) 274-3500	
Kauai	Kauai High	3577 Lala Road Lihue, HI 96766	(808) 274-3173 x120	
Kauai	Kauai ITC	4319 Hardy St. Port 1, Lihue HI 96766	(808) 274-3139	
Kauai	Kaumualii El	4380 Hanamaulu Road Lihue, HI 96766	(808) 241-3150	K-5
Kauai	Kekaha El	8140 Kekaha Road Kekaha, HI 96752	(808) 337-7655	K-5
Kauai	Kilauea El	2440 Kolo Rd. Kilauea, HI 96754	(808) 828-1212	K-6
Kauai	Koloa El	3223 Poipu Road Koloa, HI 96756	(808) 742-8460	K-5
Kauai	Waimea Canyon Middle	9555 Huakai St Waimea, HI 96796	(808) 338-6830	
Kauai	Waimea High	PO Box 339 Waimea, HI 96796	(808) 338-6800	
Kauai	Wilcox El	4319 Hardy Street Lihue, HI 96766	(808) 274-3150	K-5
Lanai	Lanai High & El	PO Box 630630 Lanai City, HI 96763	(808) 565-7900	K-12
Maui	Baldwin High	1650 Kaahumanu Avenue Wailuku, HI 96793	(808) 984-5656	
Maui	Haiku El	105 Pauwela Road Haiku, HI 96708	(808) 575-3000	K-5
Maui	Hana High & El	PO Box 128 Hana, HI 96713	(808) 248-4815	K-12
Maui	Iao Int	260 South Market Street Wailuku, HI 96793	(808) 984-5610	
Maui	Kahului El	410 South Hina Avenue Kahului, HI 96732	(808) 873-3055	K-5
Maui	Kalama Int	120 Makani Road Makawao, HI 96768	(808) 573-8735	
Maui	Kamalii El	180 Alanui Ke Alii Kihei, HI 96753	(808) 875-6840	K-5
Maui	Kamehameha III El	611 Front Street Lahaina, HI 96761	(808) 662-3955	K-5
Maui	Kekaulike High	121 Kula Highway Pukalani, HI 96768	(808) 573-8710	
Maui	Kihei El	250 E. Lipoa Street Kihei, HI 96753	(808) 875-6818	K-5
Maui	Kula El	5000 Kula Highway Kula, HI 96790	(808) 876-7610	K-5
Maui	Lahaina Int	871 Lahainaluna Road Lahaina, HI 96761	(808) 662-3965	
Maui	Lahainaluna High	980 Lahainaluna Road Lahaina, HI 96761	(808) 662-4000	
Maui	Lihikai El	335 S. Papa Avenue Kahului, HI 96732	(808) 873-3033	K-5

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Maui	Lokelani Int	1401 Liloa Drive Kihei, HI 96753	(808) 875-6800	
Maui	Makawao El	3542 Baldwin Avenue Makawao, HI 96768	(808) 573-8770	K-5
Maui	Maui Community	179 Kaahumanu Avenue Kahului, HI 96732	(808) 873-3082	
Maui	Maui District Office	54 High Street, 4th Floor, Wailuku, HI 96793	(808) 984-8005	
Maui	Maui High	660 S. Lono Avenue Kahului, HI 96732	(808) 873-3000	
Maui	Maui Waena Int	795 Onehee Street Kahului, HI 96732	(808) 873-3070	
Maui	Nahienaena El	816 Niheu Street Lahaina, HI 96761	(808) 662-4020	K-5
Maui	Paia El	955 Baldwin Avenue Paia, HI 96779	(808) 579-2100	K-5
Maui	Pomaikai El	4650 S. Kamehameha Avenue Kahului, HI 96732	(808) 873-3410	PreK-5
Maui	Pukalani El	2945 Iolani Street Pukalani, HI 96768	(808) 573-8760	K-5
Maui	Puunene District Office	East Camp 5 Road, Puunene, HI 96784	(808) 873-3527	
Maui	Waihee El	2125 Kahekili Highway Wailuku, HI 96793	(808) 984-5644	K-5
Maui	Wailuku El	355 S. High Street Wailuku, HI 96793	(808) 984-5622	K-5
Molokai	Kaunakakai El	PO Box 1950 Kaunakakai, HI 96748	(808) 553-1730	K-6
Molokai	Kilohana El	HC 01, Box 334 Kaunakakai, HI 96748	(808) 558-2200	K-6
Molokai	Kualapuu El NCPCCS	260 Farrington Avenue Kualapuu, HI 96757	(808) 567-6900	K-6
Molokai	Maunaloa El	PO Box 128 Maunaloa, HI 96770	(808) 552-2000	K-6
Molokai	Molokai Complex Office	65 Makaena Pl, Kaunakakai, HI 96729	(808) 553-1726	
Molokai	Molokai High	2140 Farrington Ave Hoolehua, HI 96729	(808) 567-6950	
Molokai	Molokai Middle	2175 Lihi Pali Avenue Hoolehua, HI 96729	(808) 567-6940	
Oahu	Ahuimanu El	47-470 Hui Aeko Place Kaneohe, HI 96744	(808) 239-3125	K-6
Oahu	Aiea El	99-370 Moanalua Road Aiea, HI 96701	(808) 483-7200	K-6
Oahu	Aiea High	98-1276 Ulune Street Aiea, HI 96701	(808) 483-7300/483-7301	
Oahu	Aiea Int	99-600 Kulawea Street Aiea, HI 96701	(808) 483-7230	
Oahu	Aikahi El	281 Iliha Street Kailua, HI 96734	(808) 254-7944	K-6
Oahu	Aina Haina El	801 W. Hind Drive Honolulu, HI 96821	(808) 377-2419	K-5
Oahu	Ala Wai El	503 Kamoku Street Honolulu, HI 96826	(808) 973-0070	K-5
Oahu	Aliamanu El	3265 Salt Lake Boulevard Honolulu, HI 96818	(808) 421-4280/421-4281	K-6
Oahu	Aliamanu Middle	3271 Salt Lake Boulevard Honolulu, HI 96818	(808) 421-4100	
Oahu	Aliiolani El	1240 7th Avenue Honolulu, HI 96816	(808) 733-4750	K-5
Oahu	Anuenue	2528 10th Avenue Honolulu, HI 96816	(808) 733-8465	K-12
Oahu	ATR Office	475 22nd Ave, Honolulu, HI 96816	(808) 733-4777	
Oahu	August Ahrens El	94-1170 Waipahu Street Waipahu, HI 96797	(808) 675-0202	K-6
Oahu	Barbers Point El	3001 Boxer Road Kapolei, HI 96707	(808) 673-7400	K-5
Oahu	Campbell High	91-980 North Rd Ewa Beach, HI 96706-2746	(808) 689-1200	
Oahu	Castle High	45-386 Kaneohe Bay Drive Kaneohe, HI 96744	(808) 233-5600	
Oahu	Central District Annex	1136 California Ave., Wahiawa, HI 96786	(808) 622-6425	
Oahu	Central District Office	300 Kahelu Ave., Mililani, HI 96786	(808) 627-7475	
Oahu	Central Middle	1302 Queen Emma Street Honolulu, HI 96813	(808) 587-4400	
Oahu	Child Nutrition Office	650 Iwilei Rd., Honolulu, HI 96817	(808) 587-3600	
Oahu	Dole Middle	1803 Kamehameha IV Road Honolulu, HI 96819	(808) 832-3340	

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Oahu	Enchanted Lake El	770 Keolu Drive Kailua, HI 96734	(808) 266-7800	K-6
Oahu	Ewa Beach El	91-740 Papipi Road Ewa Beach, HI 96706	(808) 689-1271	K-6
Oahu	Ewa El	91-1280 Renton Road Ewa Beach, HI 96706	(808) 681-8202	K-6
Oahu	Ewa Makai Middle	91-6291 Kapolei Parkway Ewa Beach, HI 96706		
Oahu	Farrington High	1564 North King Street Honolulu, HI 96817	(808) 832-3600	
Oahu	Fern El	1121 Middle Street Honolulu, HI 96819	(808) 832-3040	K-5
Oahu	Hahaione El	595 Pepeekeo Street Honolulu, HI 96825	(808) 397-5822	K-5
Oahu	Hale Kula El	Waianae Ave & Ayers Ave Wahiawa, HI 96786	(808) 622-6380	K-5
Oahu	Haleiwa El	66-505 Haleiwa Road Haleiwa, HI 96712	(808) 637-8237	K-6
Oahu	Hauula El	54-046 Kamehameha Highway Hauula, HI 96717	(808) 293-8925	K-6
Oahu	Hawaii School for the Deaf and Blind	3440 Leahi Avenue Honolulu, HI 96815	(808) 733-4999	PreK-12
Oahu	Heeia El	46-202 Haiku Road Kaneohe, HI 96744	(808) 233-5677	K-6
Oahu	Helemano El	1001 Ihi Ihi Avenue Wahiawa, HI 96786	(808) 622-6336	K-5
Oahu	Hi Core Charter	801 Center St., Wahiawa, HI 96786	(808) 421-4148	
Oahu	Hickam El	825 Manzelman Circle Honolulu, HI 96818	(808) 421-4148	K-6
Oahu	Highlands Int	1460 Hoolaulea Street Pearl City, HI 96782	(808) 453-6480	
Oahu	Hokulani El	2940 Kamakini Street Honolulu, HI 96816	(808) 733-4789	K-6
Oahu	Holomua El	91-1561 Keaunui Drive Ewa Beach, HI 96706	(808) 685-9100	K-6
Oahu	Honolulu District Office	4967 Kilauea Ave., Honolulu, HI 96816	(808) 733-4955	
Oahu	Honowai El	94-600 Honowai Street Waipahu, HI 96797	(808) 675-0165	K-6
Oahu	Iliahi El	2035 California Avenue Wahiawa, HI 96786	(808) 622-6411	K-5
Oahu	Ilima Int	91-884 Ft. Weaver Road Ewa Beach, HI 96706	(808) 689-1250	
Oahu	Iroquois Point El	5553 Cormorant Avenue Ewa Beach, HI 96706	(808) 499-6500	K-6
Oahu	Jarrett Middle	1903 Palolo Avenue Honolulu, HI 96816	(808) 733-4888	
Oahu	Jefferson El	324 Kapahulu Avenue Honolulu, HI 96815	(808) 971-6922	K-5
Oahu	Jefferson Orthopedic Unit	324 Kapahulu Avenue Honolulu, HI 96815	(808) 971-6931	PreK-6
Oahu	Kaaawa El	51-296 Kamehameha Highway Kaaawa, HI 96730	(808) 237-7751	K-6
Oahu	Kaahumanu El	1141 Kinau Street Honolulu, HI 96814	(808) 587-4414	K-5
Oahu	Kaala El	130 California Avenue Wahiawa, HI 96786	(808) 622-6366	K-5
Oahu	Kaelepulu El	530 Keolu Drive Kailua, HI 96734	(808) 266-7811	K-6
Oahu	Kaewai El	1929 Kam IV Road Honolulu, HI 96819	(808) 832-3500	K-5
Oahu	Kahala El	4559 Kilauea Avenue Honolulu, HI 96816	(808) 733-8455	K-6
Oahu	Kahaluu El	47-280 Waihee Road Kaneohe, HI 96744	(808) 239-3101	K-6
Oahu	Kahuku El	56-170 Pualalea Street Kahuku, HI 96731	(808) 293-8980	K-6
Oahu	Kahuku High & Int	56-490 Kamehameha Highway Kahuku, HI 96731	(808) 293-8950	
Oahu	Kailua El	315 Kuulei Road Kailua, HI 96734	(808) 266-7878	K-6
Oahu	Kailua High	451 Ulumanu Drive Kailua, HI 96734	(808) 266-7900	
Oahu	Kailua Int	145 South Kainalu Drive Kailua, HI 96734	(808) 263-1500	
Oahu	Kaimiloa El	91-1028 Kaunolu Street Ewa Beach, HI 96706	(808) 689-1280	K-6
Oahu	Kaimuki High	2705 Kaimuki Avenue Honolulu, HI 96816	(808) 733-4900	
Oahu	Kaimuki Middle	631 18th Avenue Honolulu, HI 96816	(808) 733-4800	

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Oahu	Kainalu EI	165 Kaiholu Street Kailua, HI 96734	(808) 266-7835	K-6
Oahu	Kaiser High	511 Lunalilo Home Road Honolulu, HI 96825	(808) 394-1200	
Oahu	Kaiulani EI	783 North King Street Honolulu, HI 96817	(808) 832-3160	K-5
Oahu	Kalaheo High	730 Iliaina Street Kailua, HI 96734	(808) 254-7900	
Oahu	Kalakaua Middle	821 Kalihi Street Honolulu, HI 96819	(808) 832-3130	
Oahu	Kalani High	4680 Kalanianaʻole Highway Honolulu, HI 96821	(808) 377-7744	
Oahu	Kaleiopuu EI	94-665 Kaaholo Street Waipahu, HI 96797	(808) 675-0266	K-6
Oahu	Kalihi EI	2471 Kula Kolea Drive Honolulu, HI 96819	(808) 832-3177	K-5
Oahu	Kalihi-kai EI	626 McNeill Street Honolulu, HI 96817	(808) 832-3322	K-5
Oahu	Kalihi-uka EI	2411 Kalihi Street Honolulu, HI 96819	(808) 832-3310	K-5
Oahu	Kalihi-waena EI	1240 Gulick Avenue Honolulu, HI 96819	(808) 832-3210	K-5
Oahu	Kamaile Academy PCS	85-180 Ala Akau Street Waianae, HI 96792	(808) 697-7110	K-6
Oahu	Kamiloiki EI	7788 Hawaii Kai Drive Honolulu, HI 96825	(808) 397-5800	K-5
Oahu	Kaneohe EI	45-495 Kamehameha Highway Kaneohe, HI 96744	(808) 233-5633	K-6
Oahu	Kanoelani EI	94-1091 Oli Loop Waipahu, HI 96797	(808) 675-0195	K-6
Oahu	Kapalama EI	1601 North School Street Honolulu, HI 96817	(808) 832-3290	K-5
Oahu	Kapolei EI	91-1119 Kamaaha Loop Kapolei, HI 96707	(808) 693-7000	K-5
Oahu	Kapolei High	91-5007 Kapolei Parkway Kapolei, HI 96707	(808) 692-8200	
Oahu	Kapolei Middle	91-5335 Kapolei Parkway Kapolei, HI 96707	(808) 693-7025	
Oahu	Kapolei State Office	601 Kamokila Blvd., Kapolei, HI 96707	(808) 233-5650	
Oahu	Kapunahala EI	45-828 Anoi Road Kaneohe, HI 96744	(808) 233-5650	K-6
Oahu	Kauluwela EI	1486 Aala Street Honolulu, HI 96817	(808) 587-4447	K-5
Oahu	Kawananakoa Middle	49 Funchal Street Honolulu, HI 96813	(808) 587-4430	
Oahu	Keolu EI	1416 Keolu Drive Kailua, HI 96734	(808) 266-7818	K-6
Oahu	Keoneula EI	91-970 Kaileolea Drive Ewa Beach, HI 96706	(808) 689-1380	K-6
Oahu	King Int	46-155 Kamehameha Highway Kaneohe, HI 96744	(808) 233-5727	
Oahu	Kipapa EI	95-076 Kipapa Drive Mililani, HI 96789	(808) 627-7322/627-7323	K-5
Oahu	Koko Head EI	189 Lunalilo Home Road Honolulu, HI 96825	(808) 397-5811	K-5
Oahu	Kuhio EI	2759 S. King Street Honolulu, HI 96826	(808) 973-0085	K-5
Oahu	Laie EI	55-109 Kulanui Street Laie, HI 96762	(808) 293-8965	K-6
Oahu	Lanakila EI	717 North Kuakini Street Honolulu, HI 96817	(808) 587-4466	K-5
Oahu	Lanikai EI PCS	140 Alala Road Kailua, HI 96734	(808) 266-7844	K-6
Oahu	Leeward District Office	94521 Farrington Hwy., Waipahu, HI 96797	(808) 692-8000	
Oahu	Lehua EI	791 Lehua Avenue Pearl City, HI 96782	(808) 453-6490	K-6
Oahu	Leihoku EI	86-285 Leihoku Street Waianae, HI 96792	(808) 697-7100	K-6
Oahu	Leilehua High	1515 California Avenue Wahiawa, HI 96786	(808) 622-6550	
Oahu	Liholiho EI	3430 Maunaloa Avenue Honolulu, HI 96816	(808) 733-4850	K-5
Oahu	Likelike EI	1618 Palama Street Honolulu, HI 96817	(808) 832-3370	K-5
Oahu	Liliuokalani EI	3633 Waiālae Avenue Honolulu, HI 96816	(808) 733-4680	K-6
Oahu	Linapuni EI	1434 Linapuni Street Honolulu, HI 96819	(808) 832-3303	K-2
Oahu	Lincoln EI	615 Auwāiolimu Street Honolulu, HI 96813	(808) 587-4480	K-5

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Oahu	Lunalilo El	810 Pumehana Street Honolulu, HI 96826	(808) 973-0270	K-5
Oahu	Maemae El	319 Wyllie Street Honolulu, HI 96817	(808) 595-5400	K-5
Oahu	Maili El	87-360 Kula'aupuni Street Waianae, HI 96792	(808) 697-7150	K-6
Oahu	Makaha El	84-200 Ala Naauao Place Waianae, HI 96792	(808) 695-7900	K-6
Oahu	Makakilo El	92-675 Anipeahi Street Kapolei, HI 96707	(808) 672-1122	K-5
Oahu	Makalapa El	4435 Salt Lake Blvd. Honolulu, HI 96818	(808) 421-4110/421-4111	K-6
Oahu	Manana El	1147 Kumano Street Pearl City, HI 96782	(808) 453-6430	K-6
Oahu	Manoa El	3155 Manoa Road Honolulu, HI 96822	(808) 988-1868	K-6
Oahu	Mauka Lani El	92-1300 Panana Street Kapolei, HI 96707	(808) 672-1100	PreK-5
Oahu	Maunawili El	1465 Ulupii Street Kailua, HI 96734	(808) 266-7822	K-6
Oahu	McKinley Community	634 Pensacola Street Honolulu, HI 96814	(808) 594-0540	
Oahu	McKinley High	1039 S. King Street Honolulu, HI 96814	(808) 594-0400	
Oahu	Mililani High	95-1200 Meheula Parkway Mililani, HI 96789	(808) 627-7747	
Oahu	Mililani Ike El	95-1330 Lehiwa Drive Mililani, HI 96789	(808) 626-2980	K-5
Oahu	Mililani Mauka El	95-1111 Makaiikai Street Mililani, HI 96789	(808) 626-3350	K-5
Oahu	Mililani Middle	95-1140 Lehiwa Drive Mililani, HI 96789	(808) 626-7355	
Oahu	Mililani Uka El	94-380 Kuahelani Avenue Mililani, HI 96789	(808) 627-7303	K-5
Oahu	Mililani Waena El	95-502 Kipapa Drive Mililani, HI 96789	(808) 627-7300	K-5
Oahu	Moanalua El	1337 Mahiole Street Honolulu, HI 96819	(808) 831-7878/831-7879	K-6
Oahu	Moanalua High	2825 Ala Ilima Street Honolulu, HI 96818	(808) 837-8455	
Oahu	Moanalua Middle	1289 Mahiole Street Honolulu, HI 96819	(808) 831-7850/831-7851	
Oahu	Mokapu El	1193 Mokapu Road Kailua, HI 96734	(808) 254-7964	K-6
Oahu	Mokulele El	250 Aupaka Street Honolulu, HI 96818	(808) 421-4180/421-4181	K-6
Oahu	Momilani El	2130 Ho'okiekie Street Pearl City, HI 96782	(808) 453-6444	K-6
Oahu	Nanaikapono El	89-153 Mano Avenue Waianae, HI 96792	(808) 668-5800	K-6
Oahu	Nanakuli El	89-778 Haleakala Avenue Waianae, HI 96792	(808) 668-5813	K-6
Oahu	Nanakuli High & Int	89-980 Nanakuli Avenue Waianae, HI 96792	(808) 668-5823	
Oahu	Nimitz El	520 Main Street Honolulu, HI 96818	(808) 421-4165	K-6
Oahu	Niu Valley Middle	310 Halemaumau Street Honolulu, HI 96821	(808) 377-2440	
Oahu	Noelani El	2655 Woodlawn Drive Honolulu, HI 96822	(808) 988-1858	K-5
Oahu	Nuuanu El	3055 Puiwa Lane Honolulu, HI 96817	(808) 595-5422	K-5
Oahu	OHR Office	680 Iwilei Rd., Honolulu, HI 96817	(808) 586-3235	
Oahu	Olomana	42-522 Kalaniana'ole Hwy Kailua, HI 96734	(808) 266-7866	
Oahu	Operations & Maintenance	1037 Beretania St., Honolulu, HI 96814	(808) 586-3456	
Oahu	Palisades El	2306 Auhuhu Street Pearl City, HI 96782	(808) 453-6550	K-6
Oahu	Palolo El	2106 10th Avenue Honolulu, HI 96816	(808) 733-4700	K-5
Oahu	Parker El	45-259 Waikalua Road Kaneohe, HI 96744	(808) 233-5686	K-6
Oahu	Pauoa El	2301 Pauoa Road Honolulu, HI 96813	(808) 587-4500	K-6
Oahu	Pearl City El	1090 Waimano Home Road Pearl City, HI 96782	(808) 453-6455	K-6
Oahu	Pearl City High	2100 Hookiekie Street Pearl City, HI 96782	(808) 453-6500	
Oahu	Pearl City Highlands El	1419 Waimano Home Road Pearl City, HI 96782	(808) 453-6470	K-6

APPENDIX A: Department of Education Site Locations

Oahu	Pearl Harbor EI	1 Moanalua Ridge Honolulu, HI 96818	(808) 421-4125/421-4126	K-6
Oahu	Pearl Harbor Kai EI	1 C Avenue Honolulu, HI 96818	(808) 421-4245/421-4246	K-6
Oahu	Pearl Ridge EI	98-940 Moanalua Road Aiea, HI 96701	(808) 483-7250	K-6
Oahu	Pohakea EI	91-750 Ft. Weaver Road Ewa Beach, HI 96706	(808) 689-1290	K-6
Oahu	Pope EI	41-133 Huli Street Waimanalo, HI 96795	(808) 259-0450	K-6
Oahu	Procurement Office	94-275 Mokuola Street, Room 200, Honolulu, HI 96797	(808) 675-0130	
Oahu	Puohala EI	45-233 Kulauli Street Kaneohe, HI 96744	(808) 233-5660	K-6
Oahu	Puuhale EI	345 Puuhale Road Honolulu, HI 96819	(808) 832-3190	K-5
Oahu	Radford High	4361 Salt Lake Boulevard Honolulu, HI 96818	(808) 421-4200	
Oahu	Red Hill EI	1265 Ala Kula Place Honolulu, HI 96819	(808) 831-7866/831-7867	K-6
Oahu	Roosevelt High	1120 Nehoa Street Honolulu, HI 96822	(808) 587-4600	
Oahu	Royal EI	1519 Queen Emma Street Honolulu, HI 96813	(808) 587-4510	K-5
Oahu	Salt Lake EI	1131 Ala Liliko Street Honolulu, HI 96818	(808) 831-7870/831-7871	K-6
Oahu	School & Comm Leadership Office	1270 Queen Emma St., Honolulu, HI 96813	(808) 586-3124	
Oahu	School Food Services	1106 Koko Head Ave., Honolulu, HI 96816	(808) 733-8400	
Oahu	Scott EI	98-1230 Moanalua Road Aiea, HI 96701	(808) 483-7220/483-7221	K-6
Oahu	Shafter EI	2 Fort Shafter Honolulu, HI 96819	(808) 832-3560/832-3562	K-6
Oahu	Solomon EI	1 Schofield Barracks Wahiawa, HI 96786	(808) 624-9500	K-5
Oahu	Stevenson Middle	1202 Prospect Street Honolulu, HI 96822	(808) 587-4520	
Oahu	Student Support Services	631 18th Avenue Honolulu, HI 96816	(808) 733-4400	
Oahu	Sunset Beach EI	59-360 Kamehameha Highway Haleiwa, HI 96712	(808) 638-8777	K-6
Oahu	Wahiawa EI	1402 Glen Avenue Wahiawa, HI 96786	(808) 622-6393	K-5
Oahu	Wahiawa Middle	275 Rose Street Wahiawa, HI 96786	(808) 622-6500	
Oahu	Waiahole EI	48-215 Waiahole Valley Road Kaneohe, HI 96744	(808) 239-3111	K-6
Oahu	Waialae EI PCS	1045 19th Avenue Honolulu, HI 96816	(808) 733-4880	K-5
Oahu	Waialua EI	67-020 Waialua Beach Road Waialua, HI 96791	(808) 637-8228	K-6
Oahu	Waialua High & Int	67-160 Farrington Highway Waialua, HI 96791	(808) 637-8200	
Oahu	Waianae EI	85-220 McArthur Street Waianae, HI 96792	(808) 697-7083	K-6
Oahu	Waianae High	85-251 Farrington Highway Waianae, HI 96792	(808) 697-7017	
Oahu	Waianae Int	85-626 Farrington Highway Waianae, HI 96792	(808) 697-7121	
Oahu	Waiau EI	98-450 Hookanike Street Pearl City, HI 96782	(808) 453-6530	K-6
Oahu	Waikele EI	94-1035 Kukula Street Waipahu, HI 96797	(808) 677-6100	K-6
Oahu	Waikiki EI	3710 Leahi Avenue Honolulu, HI 96815	(808) 971-6900	K-6
Oahu	Wailupe Valley EI	939 Hind Iuka Drive Honolulu, HI 96821	(808) 377-2414	K-5
Oahu	Waimalu EI	98-825 Moanalua Road Aiea, HI 96701	(808) 483-7210/483-7212	K-6
Oahu	Waimanalo EI & Int	41-1330 Kalaniana'ole Highway Waimanalo, HI 96795	(808) 259-0460	K-8
Oahu	Waipahu EI	94-465 Waipahu Street Waipahu, HI 96797	(808) 675-0150	K-6
Oahu	Waipahu High	94-1211 Farrington Highway Waipahu, HI 96797	(808) 528-9555	
Oahu	Waipahu Int	94-445 Farrington Highway Waipahu, HI 96797	(808) 675-0177	
Oahu	Washington Middle	1633 S. King Street Honolulu, HI 96826	(808) 973-0177	
Oahu	Webbing EI	99-370 Paihi Street Aiea, HI 96701	(808) 483-7240/483-7241	K-6

APPENDIX A: Department of Education Site Locations

Oahu	Wheeler El	1 Wheeler Army Airfield Wahiawa, HI 96786	(808) 622-6400/622-6401	K-5
Oahu	Wheeler Middle	2 Wheeler Army Airfield Wahiawa, HI 96786	(808) 622-6525	
Oahu	Wilson El	4945 Kilauea Avenue Honolulu, HI 96816	(808) 733-4740	K-6
Oahu	Windward District Office	46169 Kamehameha Hwy., Kaneohe, HI 96744	(808) 233-5701	
Oahu	Workers Comp Office	1202 Prospect Street Honolulu, HI 96822	(808) 587-4080	

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GENERAL CONDITIONS

1. Coordination of Services by the STATE. The head of the purchasing agency ("HOPA") (which term includes the designee of the HOPA) shall coordinate the services to be provided by the CONTRACTOR in order to complete the performance required in the Contract. The CONTRACTOR shall maintain communications with HOPA at all stages of the CONTRACTOR'S work, and submit to HOPA for resolution any questions which may arise as to the performance of this Contract. "Purchasing agency" as used in these General Conditions means and includes any governmental body which is authorized under chapter 103D, HRS, or its implementing rules and procedures, or by way of delegation, to enter into contracts for the procurement of goods or services or both.
2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
 - a. In the performance of services required under this Contract, the CONTRACTOR is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE'S opinion, the services are being performed by the CONTRACTOR in compliance with this Contract. Unless otherwise provided by special condition, it is understood that the STATE does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to contract to provide services to other individuals or entities while under contract with the STATE.
 - b. The CONTRACTOR and the CONTRACTOR'S employees and agents are not by reason of this Contract, agents or employees of the State for any purpose, and the CONTRACTOR and the CONTRACTOR'S employees and agents shall not be entitled to claim or receive from the State any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees.
 - c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of the CONTRACTOR'S performance under this Contract. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability to the CONTRACTOR'S employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR'S employees or agents in the course of their employment.
 - d. The CONTRACTOR shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The CONTRACTOR also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.
 - e. The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The CONTRACTOR shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of the Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The CONTRACTOR shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under sections 103-53 and 103D-328, HRS, and paragraph 17 of these General Conditions.
 - f. The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR'S employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

- g. The CONTRACTOR shall obtain a certificate of compliance issued by the Department of Labor and Industrial Relations, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- h. The CONTRACTOR shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- i. In lieu of the above certificates from the Department of Taxation, Labor and Industrial Relations, and Commerce and Consumer Affairs, the CONTRACTOR may submit proof of compliance through the State Procurement Office's designated certification process.

3. Personnel Requirements.

- a. The CONTRACTOR shall secure, at the CONTRACTOR'S own expense, all personnel required to perform this Contract.
- b. The CONTRACTOR shall ensure that the CONTRACTOR'S employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

5. Conflicts of Interest. The CONTRACTOR represents that neither the CONTRACTOR, nor any employee or agent of the CONTRACTOR, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the CONTRACTOR'S performance under this Contract.

6. Subcontracts and Assignments. The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR'S duties, obligations, or interests under this Contract and no such assignment or subcontract shall be effective unless (i) the CONTRACTOR obtains the prior written consent of the STATE, and (ii) the CONTRACTOR'S assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR'S assignee or subcontractor have been paid. Additionally, no assignment by the CONTRACTOR of the CONTRACTOR'S right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawaii, as provided in section 40-58, HRS.

- a. Recognition of a successor in interest. When in the best interest of the State, a successor in interest may be recognized in an assignment contract in which the STATE, the CONTRACTOR and the assignee or transferee (hereinafter referred to as the "Assignee") agree that:

- (1) The Assignee assumes all of the CONTRACTOR'S obligations;
- (2) The CONTRACTOR remains liable for all obligations under this Contract but waives all rights under this Contract as against the STATE; and
- (3) The CONTRACTOR shall continue to furnish, and the Assignee shall also furnish, all required bonds.

- b. Change of name. When the CONTRACTOR asks to change the name in which it holds this Contract with the STATE, the procurement officer of the purchasing agency (hereinafter referred to as the "Agency procurement officer") shall, upon receipt of a document acceptable or satisfactory to the

Agency procurement officer indicating such change of name (for example, an amendment to the CONTRACTOR'S articles of incorporation), enter into an amendment to this Contract with the CONTRACTOR to effect such a change of name. The amendment to this Contract changing the CONTRACTOR'S name shall specifically indicate that no other terms and conditions of this Contract are thereby changed.

- c. Reports. All assignment contracts and amendments to this Contract effecting changes of the CONTRACTOR'S name or novations hereunder shall be reported to the chief procurement officer (CPO) as defined in section 103D-203(a), HRS, within thirty days of the date that the assignment contract or amendment becomes effective.
 - d. Actions affecting more than one purchasing agency. Notwithstanding the provisions of subparagraphs 6a through 6c herein, when the CONTRACTOR holds contracts with more than one purchasing agency of the State, the assignment contracts and the novation and change of name amendments herein authorized shall be processed only through the CPO's office.
- 7. Indemnification and Defense. The CONTRACTOR shall defend, indemnify, and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of the CONTRACTOR or the CONTRACTOR'S employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.
 - 8. Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the CONTRACTOR in connection with this Contract, the CONTRACTOR shall pay all costs and expenses incurred by or imposed on the STATE, including attorneys' fees.
 - 9. Liquidated Damages. When the CONTRACTOR is given notice of delay or nonperformance as specified in paragraph 13 (Termination for Default) and fails to cure in the time specified, it is agreed the CONTRACTOR shall pay to the STATE the amount, if any, set forth in this Contract per calendar day from the date set for cure until either (i) the STATE reasonably obtains similar goods or services, or both, if the CONTRACTOR is terminated for default, or (ii) until the CONTRACTOR provides the goods or services, or both, if the CONTRACTOR is not terminated for default. To the extent that the CONTRACTOR'S delay or nonperformance is excused under paragraph 13d (Excuse for Nonperformance or Delay Performance), liquidated damages shall not be assessable against the CONTRACTOR. The CONTRACTOR remains liable for damages caused other than by delay.
 - 10. STATE'S Right of Offset. The STATE may offset against any monies or other obligations the STATE owes to the CONTRACTOR under this Contract, any amounts owed to the State of Hawaii by the CONTRACTOR under this Contract or any other contracts, or pursuant to any law or other obligation owed to the State of Hawaii by the CONTRACTOR, including, without limitation, the payment of any taxes or levies of any kind or nature. The STATE will notify the CONTRACTOR in writing of any offset and the nature of such offset. For purposes of this paragraph, amounts owed to the State of Hawaii shall not include debts or obligations which have been liquidated, agreed to by the CONTRACTOR, and are covered by an installment payment or other settlement plan approved by the State of Hawaii, provided, however, that the CONTRACTOR shall be entitled to such exclusion only to the extent that the CONTRACTOR is current with, and not delinquent on, any payments or obligations owed to the State of Hawaii under such payment or other settlement plan.
 - 11. Disputes. Disputes shall be resolved in accordance with section 103D-703, HRS, and chapter 3-126, Hawaii Administrative Rules ("HAR"), as the same may be amended from time to time.
 - 12. Suspension of Contract. The STATE reserves the right at any time and for any reason to suspend this Contract for any reasonable period, upon written notice to the CONTRACTOR in accordance with the provisions herein.
 - a. Order to stop performance. The Agency procurement officer may, by written order to the CONTRACTOR, at any time, and without notice to any surety, require the CONTRACTOR to stop all or any part of the performance called for by this Contract. This order shall be for a specified

period not exceeding sixty (60) days after the order is delivered to the CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop performance order issued pursuant to this section. Stop performance orders shall include, as appropriate: (1) A clear description of the work to be suspended; (2) Instructions as to the issuance of further orders by the CONTRACTOR for material or services; (3) Guidance as to action to be taken on subcontracts; and (4) Other instructions and suggestions to the CONTRACTOR for minimizing costs. Upon receipt of such an order, the CONTRACTOR shall forthwith comply with its terms and suspend all performance under this Contract at the time stated, provided, however, the CONTRACTOR shall take all reasonable steps to minimize the occurrence of costs allocable to the performance covered by the order during the period of performance stoppage. Before the stop performance order expires, or within any further period to which the parties shall have agreed, the Agency procurement officer shall either:

- (1) Cancel the stop performance order; or
 - (2) Terminate the performance covered by such order as provided in the termination for default provision or the termination for convenience provision of this Contract.
- b. Cancellation or expiration of the order. If a stop performance order issued under this section is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume performance. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the Contract shall be modified in writing accordingly, if:
- (1) The stop performance order results in an increase in the time required for, or in the CONTRACTOR'S cost properly allocable to, the performance of any part of this Contract; and
 - (2) The CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of performance stoppage; provided that, if the Agency procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.
- c. Termination of stopped performance. If a stop performance order is not cancelled and the performance covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop performance order shall be allowable by adjustment or otherwise.
- d. Adjustment of price. Any adjustment in contract price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

13. Termination for Default.

- a. Default. If the CONTRACTOR refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the Agency procurement officer may notify the CONTRACTOR in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Agency procurement officer, such officer may terminate the CONTRACTOR'S right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency procurement officer may procure similar goods or services in a manner and upon the terms deemed appropriate by the Agency procurement officer. The CONTRACTOR shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. CONTRACTOR'S duties. Notwithstanding termination of the Contract and subject to any directions from the Agency procurement officer, the CONTRACTOR shall take timely, reasonable, and

necessary action to protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest.

- c. Compensation. Payment for completed goods and services delivered and accepted by the STATE shall be at the price set forth in the Contract. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and the Agency procurement officer. If the parties fail to agree, the Agency procurement officer shall set an amount subject to the CONTRACTOR'S rights under chapter 3-126, HAR. The STATE may withhold from amounts due the CONTRACTOR such sums as the Agency procurement officer deems to be necessary to protect the STATE against loss because of outstanding liens or claims and to reimburse the STATE for the excess costs expected to be incurred by the STATE in procuring similar goods and services.
- d. Excuse for nonperformance or delayed performance. The CONTRACTOR shall not be in default by reason of any failure in performance of this Contract in accordance with its terms, including any failure by the CONTRACTOR to make progress in the prosecution of the performance hereunder which endangers such performance, if the CONTRACTOR has notified the Agency procurement officer within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of a public enemy; acts of the State and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONTRACTOR shall not be deemed to be in default, unless the goods and services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the requirements of the Contract. Upon request of the CONTRACTOR, the Agency procurement officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CONTRACTOR'S progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the STATE under this Contract. As used in this paragraph, the term "subcontractor" means subcontractor at any tier.
- e. Erroneous termination for default. If, after notice of termination of the CONTRACTOR'S right to proceed under this paragraph, it is determined for any reason that the CONTRACTOR was not in default under this paragraph, or that the delay was excusable under the provisions of subparagraph 13d, "Excuse for nonperformance or delayed performance," the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 14.
- f. Additional rights and remedies. The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

14. Termination for Convenience.

- a. Termination. The Agency procurement officer may, when the interests of the STATE so require, terminate this Contract in whole or in part, for the convenience of the STATE. The Agency procurement officer shall give written notice of the termination to the CONTRACTOR specifying the part of the Contract terminated and when termination becomes effective.
- b. CONTRACTOR'S obligations. The CONTRACTOR shall incur no further obligations in connection with the terminated performance and on the date(s) set in the notice of termination the CONTRACTOR will stop performance to the extent specified. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance subject to the STATE'S approval. The Agency procurement officer may direct the CONTRACTOR to assign the CONTRACTOR'S right, title, and interest under terminated orders or subcontracts to the STATE. The CONTRACTOR must still complete the performance not terminated by the notice of termination and may incur obligations as necessary to do so.

- c. Right to goods and work product. The Agency procurement officer may require the CONTRACTOR to transfer title and deliver to the STATE in the manner and to the extent directed by the Agency procurement officer:

- (1) Any completed goods or work product; and
- (2) The partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this Contract.

The CONTRACTOR shall, upon direction of the Agency procurement officer, protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest. If the Agency procurement officer does not exercise this right, the CONTRACTOR shall use best efforts to sell such goods and manufacturing materials. Use of this paragraph in no way implies that the STATE has breached the Contract by exercise of the termination for convenience provision.

- d. Compensation.

- (1) The CONTRACTOR shall submit a termination claim specifying the amounts due because of the termination for convenience together with the cost or pricing data, submitted to the extent required by chapter 3-122, HAR, bearing on such claim. If the CONTRACTOR fails to file a termination claim within one year from the effective date of termination, the Agency procurement officer may pay the CONTRACTOR, if at all, an amount set in accordance with subparagraph 14d(3) below.
- (2) The Agency procurement officer and the CONTRACTOR may agree to a settlement provided the CONTRACTOR has filed a termination claim supported by cost or pricing data submitted as required and that the settlement does not exceed the total Contract price plus settlement costs reduced by payments previously made by the STATE, the proceeds of any sales of goods and manufacturing materials under subparagraph 14c, and the Contract price of the performance not terminated.
- (3) Absent complete agreement under subparagraph 14d(2) the Agency procurement officer shall pay the CONTRACTOR the following amounts, provided payments agreed to under subparagraph 14d(2) shall not duplicate payments under this subparagraph for the following:
 - (A) Contract prices for goods or services accepted under the Contract;
 - (B) Costs incurred in preparing to perform and performing the terminated portion of the performance plus a fair and reasonable profit on such portion of the performance, such profit shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided, however, that if it appears that the CONTRACTOR would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
 - (C) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to subparagraph 14b. These costs must not include costs paid in accordance with subparagraph 14d(3)(B);
 - (D) The reasonable settlement costs of the CONTRACTOR, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract. The total sum to be paid the CONTRACTOR under this subparagraph shall not exceed the

total Contract price plus the reasonable settlement costs of the CONTRACTOR reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph 14d(2), and the contract price of performance not terminated.

- (4) Costs claimed, agreed to, or established under subparagraphs 14d(2) and 14d(3) shall be in accordance with Chapter 3-123 (Cost Principles) of the Procurement Rules.

15. Claims Based on the Agency Procurement Officer's Actions or Omissions.

- a. Changes in scope. If any action or omission on the part of the Agency procurement officer (which term includes the designee of such officer for purposes of this paragraph 15) requiring performance changes within the scope of the Contract constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages, or an extension of time for completion, the CONTRACTOR shall continue with performance of the Contract in compliance with the directions or orders of such officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:
 - (1) Written notice required. The CONTRACTOR shall give written notice to the Agency procurement officer:
 - (A) Prior to the commencement of the performance involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;
 - (B) Within thirty (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the performance; or
 - (C) Within such further time as may be allowed by the Agency procurement officer in writing.
 - (2) Notice content. This notice shall state that the CONTRACTOR regards the act or omission as a reason which may entitle the CONTRACTOR to additional compensation, damages, or an extension of time. The Agency procurement officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Agency procurement officer;
 - (3) Basis must be explained. The notice required by subparagraph 15a(1) describes as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages, or an extension of time may be remedies to which the CONTRACTOR is entitled; and
 - (4) Claim must be justified. The CONTRACTOR must maintain and, upon request, make available to the Agency procurement officer within a reasonable time, detailed records to the extent practicable, and other documentation and evidence satisfactory to the STATE, justifying the claimed additional costs or an extension of time in connection with such changes.
- b. CONTRACTOR not excused. Nothing herein contained, however, shall excuse the CONTRACTOR from compliance with any rules or laws precluding any state officers and CONTRACTOR from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Contract.
- c. Price adjustment. Any adjustment in the price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

16. Costs and Expenses. Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this Contract shall be subject to chapter 3-123 (Cost Principles), HAR, and the following guidelines:

- a. Reimbursement for air transportation shall be for actual cost or coach class air fare, whichever is less.
- b. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.
- c. Unless prior written approval of the HOPA is obtained, reimbursement for subsistence allowance (i.e., hotel and meals, etc.) shall not exceed the applicable daily authorized rates for inter-island or out-of-state travel that are set forth in the current Governor's Executive Order authorizing adjustments in salaries and benefits for state officers and employees in the executive branch who are excluded from collective bargaining coverage.

17. Payment Procedures; Final Payment; Tax Clearance.

- a. Original invoices required. All payments under this Contract shall be made only upon submission by the CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Contract have been performed by the CONTRACTOR according to the Contract.
- b. Subject to available funds. Such payments are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, HRS. Further, all payments shall be made in accordance with and subject to chapter 40, HRS.
- c. Prompt payment.
 - (1) Any money, other than retainage, paid to the CONTRACTOR shall be disbursed to subcontractors within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and
 - (2) Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.
- d. Final payment. Final payment under this Contract shall be subject to sections 103-53 and 103D-328, HRS, which require a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid. Further, in accordance with section 3-122-112, HAR, CONTRACTOR shall provide a certificate affirming that the CONTRACTOR has remained in compliance with all applicable laws as required by this section.

18. Federal Funds. If this Contract is payable in whole or in part from federal funds, CONTRACTOR agrees that, as to the portion of the compensation under this Contract to be payable from federal funds, the CONTRACTOR shall be paid only from such funds received from the federal government, and shall not be paid from any other funds. Failure of the STATE to receive anticipated federal funds shall not be considered a breach by the STATE or an excuse for nonperformance by the CONTRACTOR.

19. Modifications of Contract.

- a. In writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the CONTRACTOR and the STATE, provided that change orders shall be made in accordance with paragraph 20 herein.
- b. No oral modification. No oral modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract shall be permitted.

- c. Agency procurement officer. By written order, at any time, and without notice to any surety, the Agency procurement officer may unilaterally order of the CONTRACTOR:
 - (A) Changes in the work within the scope of the Contract; and
 - (B) Changes in the time of performance of the Contract that do not alter the scope of the Contract work.
 - d. Adjustments of price or time for performance. If any modification increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, an adjustment shall be made and this Contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this Contract or as negotiated.
 - e. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written modification of the Contract is not made prior to final payment under this Contract.
 - f. Claims not barred. In the absence of a written contract modification, nothing in this clause shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under this Contract or for a breach of contract.
 - g. CPO approval. If this is a professional services contract awarded pursuant to section 103D-303 or 103D-304, HRS, any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract which increases the amount payable to the CONTRACTOR by at least \$25,000.00 or ten per cent (10%) of the initial contract price, whichever increase is higher, must receive the prior approval of the CPO.
 - h. Tax clearance. The STATE may, at its discretion, require the CONTRACTOR to submit to the STATE, prior to the STATE'S approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid.
 - i. Sole source contracts. Amendments to sole source contracts that would change the original scope of the Contract may only be made with the approval of the CPO. Annual renewal of a sole source contract for services should not be submitted as an amendment.
20. Change Order. The Agency procurement officer may, by a written order signed only by the STATE, at any time, and without notice to any surety, and subject to all appropriate adjustments, make changes within the general scope of this Contract in any one or more of the following:
- (1) Drawings, designs, or specifications, if the goods or services to be furnished are to be specially provided to the STATE in accordance therewith;
 - (2) Method of delivery; or
 - (3) Place of delivery.
- a. Adjustments of price or time for performance. If any change order increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, an adjustment shall be made and the Contract modified in writing accordingly. Any adjustment in the Contract price made pursuant to this provision shall be determined in accordance with the price adjustment provision of this Contract. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the Contract as changed, provided that the Agency procurement officer promptly and duly makes the provisional adjustments in payment or time for performance as may be reasonable. By

proceeding with the work, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, or any extension of time for completion.

- b. Time period for claim. Within ten (10) days after receipt of a written change order under subparagraph 20a, unless the period is extended by the Agency procurement officer in writing, the CONTRACTOR shall respond with a claim for an adjustment. The requirement for a timely written response by CONTRACTOR cannot be waived and shall be a condition precedent to the assertion of a claim.
- c. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if a written response is not given prior to final payment under this Contract.
- d. Other claims not barred. In the absence of a change order, nothing in this paragraph 20 shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under the Contract or for breach of contract.

21. Price Adjustment.

- a. Price adjustment. Any adjustment in the contract price pursuant to a provision in this Contract shall be made in one or more of the following ways:
 - (1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (2) By unit prices specified in the Contract or subsequently agreed upon;
 - (3) By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Contract or subsequently agreed upon;
 - (4) In such other manner as the parties may mutually agree; or
 - (5) In the absence of agreement between the parties, by a unilateral determination by the Agency procurement officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the Agency procurement officer in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126, HAR.
- b. Submission of cost or pricing data. The CONTRACTOR shall provide cost or pricing data for any price adjustments subject to the provisions of chapter 3-122, HAR.

22. Variation in Quantity for Definite Quantity Contracts. Upon the agreement of the STATE and the CONTRACTOR, the quantity of goods or services, or both, if a definite quantity is specified in this Contract, may be increased by a maximum of ten per cent (10%); provided the unit prices will remain the same except for any price adjustments otherwise applicable; and the Agency procurement officer makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.

23. Changes in Cost-Reimbursement Contract. If this Contract is a cost-reimbursement contract, the following provisions shall apply:

- a. The Agency procurement officer may at any time by written order, and without notice to the sureties, if any, make changes within the general scope of the Contract in any one or more of the following:
 - (1) Description of performance (Attachment 1);
 - (2) Time of performance (i.e., hours of the day, days of the week, etc.);
 - (3) Place of performance of services;

- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the STATE in accordance with the drawings, designs, or specifications;
 - (5) Method of shipment or packing of supplies; or
 - (6) Place of delivery.
- b. If any change causes an increase or decrease in the estimated cost of, or the time required for performance of, any part of the performance under this Contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this Contract, the Agency procurement officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the Contract accordingly.
 - c. The CONTRACTOR must assert the CONTRACTOR'S rights to an adjustment under this provision within thirty (30) days from the day of receipt of the written order. However, if the Agency procurement officer decides that the facts justify it, the Agency procurement officer may receive and act upon a proposal submitted before final payment under the Contract.
 - d. Failure to agree to any adjustment shall be a dispute under paragraph 11 of this Contract. However, nothing in this provision shall excuse the CONTRACTOR from proceeding with the Contract as changed.
 - e. Notwithstanding the terms and conditions of subparagraphs 23a and 23b, the estimated cost of this Contract and, if this Contract is incrementally funded, the funds allotted for the performance of this Contract, shall not be increased or considered to be increased except by specific written modification of the Contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract.
24. Confidentiality of Material.
- a. All material given to or made available to the CONTRACTOR by virtue of this Contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.
 - b. All information, data, or other material provided by the CONTRACTOR to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS.
25. Publicity. The CONTRACTOR shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, including the HOPA, the CPO, the Agency procurement officer, or to the services or goods, or both, provided under this Contract, in any of the CONTRACTOR'S brochures, advertisements, or other publicity of the CONTRACTOR. All media contacts with the CONTRACTOR about the subject matter of this Contract shall be referred to the Agency procurement officer.
26. Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract.
27. Liens and Warranties. Goods provided under this Contract shall be provided free of all liens and provided together with all applicable warranties, or with the warranties described in the Contract documents, whichever are greater.

28. Audit of Books and Records of the CONTRACTOR. The STATE may, at reasonable times and places, audit the books and records of the CONTRACTOR, prospective contractor, subcontractor, or prospective subcontractor which are related to:
- a. The cost or pricing data, and
 - b. A state contract, including subcontracts, other than a firm fixed-price contract.
29. Cost or Pricing Data. Cost or pricing data must be submitted to the Agency procurement officer and timely certified as accurate for contracts over \$100,000 unless the contract is for a multiple-term or as otherwise specified by the Agency procurement officer. Unless otherwise required by the Agency procurement officer, cost or pricing data submission is not required for contracts awarded pursuant to competitive sealed bid procedures.
- If certified cost or pricing data are subsequently found to have been inaccurate, incomplete, or noncurrent as of the date stated in the certificate, the STATE is entitled to an adjustment of the contract price, including profit or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective data. It is presumed that overstated cost or pricing data increased the contract price in the amount of the defect plus related overhead and profit or fee. Therefore, unless there is a clear indication that the defective data was not used or relied upon, the price will be reduced in such amount.
30. Audit of Cost or Pricing Data. When cost or pricing principles are applicable, the STATE may require an audit of cost or pricing data.
31. Records Retention.
- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
 - (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.
32. Antitrust Claims. The STATE and the CONTRACTOR recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the CONTRACTOR hereby assigns to STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.
33. Patented Articles. The CONTRACTOR shall defend, indemnify, and hold harmless the STATE, and its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys fees, and all claims, suits, and demands arising out of or resulting from any claims, demands, or actions by the patent holder for infringement or other improper or unauthorized use of any patented article, patented process, or patented appliance in connection with this Contract. The CONTRACTOR shall be solely responsible for correcting or curing to the satisfaction of the STATE any such infringement or improper or unauthorized use, including, without limitation: (a) furnishing at no cost to the STATE a substitute article, process, or appliance acceptable to the STATE, (b) paying royalties or other required payments to the patent holder, (c) obtaining proper authorizations or releases from the patent holder, and (d) furnishing such security to or making such arrangements with the patent holder as may be necessary to correct or cure any such infringement or improper or unauthorized use.

34. Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.
35. Compliance with Laws. The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CONTRACTOR'S performance of this Contract.
36. Conflict Between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the procurement rules, the procurement rules in effect on the date this Contract became effective shall control and are hereby incorporated by reference.
37. Entire Contract. This Contract sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the STATE and the CONTRACTOR relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the CONTRACTOR other than as set forth or as referred to herein.
38. Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.
39. Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE'S right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the procurement rules or one section of the Hawaii Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE'S rights or the CONTRACTOR'S obligations under the procurement rules or statutes.
40. Pollution Control. If during the performance of this Contract, the CONTRACTOR encounters a "release" or a "threatened release" of a reportable quantity of a "hazardous substance," "pollutant," or "contaminant" as those terms are defined in section 128D-1, HRS, the CONTRACTOR shall immediately notify the STATE and all other appropriate state, county, or federal agencies as required by law. The Contractor shall take all necessary actions, including stopping work, to avoid causing, contributing to, or making worse a release of a hazardous substance, pollutant, or contaminant, and shall promptly obey any orders the Environmental Protection Agency or the state Department of Health issues in response to the release. In the event there is an ensuing cease-work period, and the STATE determines that this Contract requires an adjustment of the time for performance, the Contract shall be modified in writing accordingly.
41. Campaign Contributions. The CONTRACTOR is hereby notified of the applicability of 11-205.5, HRS, which states that campaign contributions are prohibited from specified state or county government contractors during the terms of their contracts if the contractors are paid with funds appropriated by a legislative body.
42. Confidentiality of Personal Information.
- a. Definitions.
- "Personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:
- (1) Social security number;
 - (2) Driver's license number or Hawaii identification card number; or

- (3) Account number, credit or debit card number, access code, or password that would permit access to an individual's financial information.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

"Technological safeguards" means the technology and the policy and procedures for use of the technology to protect and control access to personal information.

b. Confidentiality of Material.

- (1) All material given to or made available to the CONTRACTOR by the STATE by virtue of this Contract which is identified as personal information, shall be safeguarded by the CONTRACTOR and shall not be disclosed without the prior written approval of the STATE.
- (2) CONTRACTOR agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.
- (3) CONTRACTOR agrees to implement appropriate "technological safeguards" that are acceptable to the STATE to reduce the risk of unauthorized access to personal information.
- (4) CONTRACTOR shall report to the STATE in a prompt and complete manner any security breaches involving personal information.
- (5) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR because of a use or disclosure of personal information by CONTRACTOR in violation of the requirements of this paragraph.
- (6) CONTRACTOR shall complete and retain a log of all disclosures made of personal information received from the STATE, or personal information created or received by CONTRACTOR on behalf of the STATE.

c. Security Awareness Training and Confidentiality Agreements.

- (1) CONTRACTOR certifies that all of its employees who will have access to the personal information have completed training on security awareness topics relating to protecting personal information.
- (2) CONTRACTOR certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:
 - (A) The personal information collected, used, or maintained by the CONTRACTOR will be treated as confidential;
 - (B) Access to the personal information will be allowed only as necessary to perform the Contract; and
 - (C) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

d. Termination for Cause. In addition to any other remedies provided for by this Contract, if the STATE learns of a material breach by CONTRACTOR of this paragraph by CONTRACTOR, the STATE may at its sole discretion:

- (1) Provide an opportunity for the CONTRACTOR to cure the breach or end the violation; or
- (2) Immediately terminate this Contract.

In either instance, the CONTRACTOR and the STATE shall follow chapter 487N, HRS, with respect to notification of a security breach of personal information.

e. Records Retention.

- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
- (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.